

		year	renewal	
		registered	date	
TITLE	WRITERS		1st January	
ELVIS PRESLEY MUSIC WORKS continued				
BY AND BY	PRESLEY	1967	1996	
CITY BY NIGHT	BAUM/GIANT/KAYE	1967	1996	
DOUBLE TROUBLE	POMUS/SHUMAN	1967	1996	
FARTHER ALONG	PRESLEY	1967	1996	
HEY, HEY, HEY	BYERS	1967	1996	
I'LL TAKE LOVE	FULLER/BARKAN	1967	1996	
INDESCRIBABLY BLUE	GLENN	1967	1996	
LONG LEGGED GIRL (WITH THE SHORT	MCFARLAND/SCOTT	1967	1996	
RUN ON	PRESLEY	1967	1996	
SING YOU CHILDREN	NELSON/BURCH	1967	1996	
SINGING TREE	SOLBERG/OWENS	1967	1996	
SO HIGH	PRESLEY	1967	1996	
STAND BY ME	PRESLEY	1967	1996	
THE LOVE MACHINE	NELSON/BURCH/TAYLOR	1967	1996	
YOGA IS AS YOGA DOES	NELSON/BURCH	1967	1996	
YOU GOTTA STOP	BAUM/GIANT/KAYE	1967	1996	
GOING HOME	BYERS	1968	1997	
LET YOURSELF GO	BYERS	1968	1997	
LIVE IT UP	LEIBER/STOLLER	1968	1997	
LOVE IS ALL I NEED	ROBERTS/BATCHELOR	1968	1997	
THERE AIN'T NOTHING LIKE A SONG	BYERS/JOHNSTON	1968	1997	
WEARIN' THAT LOVED ON LOOK	OWENS/FRAZIER	1968	1997	
YOUR TIME HASN'T COME YET BABY	KASHA/HIRSCHHORN	1968	1997	
CLEAN UP YOUR OWN BACK YARD	STRANGE/DAVIS	1969	1998	
DO THE VEGA	BAUM/GIANT/KAYE	1969	1998	
EDGE OF REALITY	BAUM/GIANT/KAYE	1969	1998	
ELECTRONIC KARATE	BINDER/HOWE	1969	1998	
POWER OF MY LOVE	BAUM/GIANT/KAYE	1969	1998	
RUBBERNECKIN'	WARREN/JONES	1969	1998	
SHE'S A MACHINE	BYERS	1969	1998	
THE FAIR'S MOVING ON	FLETT/FLETCHER	1969	1998	
THE SCRATCH	BINDER/HOWE	1969	1998	
INHERIT THE WIND	RABBITT	1969	1998	
KENTUCKY RAIN	RABBITT/HEARD	1970	1999	
LET'S FORGET ABOUT THE STARS	OWENS	1970	1999	
PATCH IT UP	BOURKE/RABBITT	1970	1999	
WE CAN MAKE THE MORNING	RAMSEY	1970	1999	
WHERE DID THEY GO LORD	OWENS/FRAZIER	1970	1999	
HOLLY LEAVES AND CHRISTMAS TREES	WEST/SPREEN	1971	2000	
IF I WERE YOU	NELSON	1971	2000	
I'LL BE HOME ON CHRISTMAS DAY	JARRETT	1971	2000	
I'M LEAVING	JARRETT/CHARLES	1971	2000	
IT'S YOUR BABY YOU ROCK IT	MILETE/FOWLER	1971	2000	
LIFE	MILETE	1971	2000	
STRANGER IN THE CROWD	SCOTT	1971	2000	
TAKE YOUR HANDS OFF HER	PRESLEY	1971	2000	

		year	renewal	
TITLE	WRITERS	registered	date	1st January
ELVIS PRESLEY MUSIC WORKS continued				
THE FIRST NOEL	PRESLEY	1971	2000	
THE SOUND OF YOUR CRY	BAUM/GIANT/KAYE	1971	2000	
WHEN I'M OVER YOU	MILETE	1971	2000	
O COME ALL YE FAITHFUL	PRESLEY	1971	2000	
AMAZING GRACE	PRESLEY	1972	2001	
I WAS BORN ABOUT TEN THOUSAND YEARS	PRESLEY	1972	2001	
IT WON'T SEEM LIKE CHRISTMAS (WITHO	BALTHROP	1972	2001	
SEEING IS BELIEVING	SPREEN/WEST	1972	2001	
WHO ME?	CAMERON/WEGBREIT/WILSON	1974	2003	
I'LL TAKE YOU HOME AGAIN KATHLEEN	WESTENDORF/PRESLEY	1975	2004	
IT'S STILL HERE	HUNTER	1975	2004	
(Client advised that the copyright date for "It's Still Here" was 1973 and renewal date was therefore 2002)				
(However, Carlin applied correct rate of 75% as from 1st half 2002 - note this copyright is split 50/50 with Gladys Music)				
THIS ENTIRE LIST WAS PROVIDED BY CARLIN				

# Exhibit 2

JUL-20-2000 12:00

SUKIN LAW GROUP

212 3916743 P.01/04

SENT BY: BLT ASSOCIATES

10-05-92 05:44PM

2125992484

586 8657 # 2

April 9, 1992

Carlin Music Corporation  
ATTN: Mr. Freddy Bienstock  
Iron Bridge House  
3 Bridge Approach  
Chalk Farm  
London  
NW1 8AD

Gentlemen:

The following sets forth our agreement with respect to the administration for the Territory, as defined below, of the Elvis Presley Music and Gladys Music catalogues (the "Catalogues") by Carlin Music Corp. Unless and until we execute a more formal document, this letter shall constitute our entire agreement and where in conflict shall supersede all prior written agreements.

1. Term: With respect to each composition in the Catalogues and subject to your fully and faithfully performing all of the terms and conditions of this agreement, but subject to paragraph 12 below, your rights will continue for the full term of copyright protection in the Territory to the extent the undersigned own and can grant rights for such term.

2. Territory: United Kingdom and Ireland and other P.R.S. territories.

3. Rights: The exclusive right to grant licenses for mechanical rights, small performing rights, the right to include compositions in commercials, the right to print copies of the compositions and the exclusive right to grant synchronization licenses with respect to films made in the Territory.

4. Restrictions on Rights: All rights in the Catalogues not specifically mentioned in paragraph 3 herein are reserved to us including the right to grant worldwide licenses with respect to the compositions and including the ownership of the copyrights of the compositions throughout the world and you hereby acknowledge said reservation. You specifically undertake and agree and it shall be of the essence of this agreement not to issue any license authorizing or permitting the use of any musical composition in the Catalogues without the prior written consent of both the Presley Estate and the Aberbach brothers which consent may be given or denied by either in their sole and absolute discretion.

JB AD  
11/2/92 H

JUL-20 2000 12:00

JUN 14 1999 GROUP

212 3916743 P.02/04

SENT BY: BLI ASSOCIATES

10-05-92 05:44PM

2123992484

586 8657 # 3

- (a) In synchronization with visual images; or
- (b) On or in connection with advertising or promoting any product, service, person or institution; or
- (c) On or in connection with any printed material including copies of the compositions arranged for musical instruments, voices or a combination thereof, but subject to existing licenses.

You further agree not to issue any mechanical licenses at a rate less than the statutory rate applicable from time to time without such prior written consent.

5. Royalty Splits: For compositions in or which enter the renewal term, your fee shall be 50% with respect to all monies received by you with respect to the compositions in the Catalogues prior to June 30, 1992 and 25% with respect to monies received by you on and after July 1, 1992. The balance of such monies shall be remitted to us with appropriately detailed statements within 60 days after the end of each calendar half-year. Royalty splits on compositions in original term shall change on renewal.

6. Accountings: Carlin shall prepare and render statements of account with respect to monies received by it pursuant to this agreement in reasonable detail to our administrator. Such accountings shall be rendered within 60 days after the end of each calendar half-year so long as monies are received by Carlin in respect of the Catalogues and such accountings shall be accompanied by remittances of all sums due to us. Carlin shall keep true and correct books of account. We shall have the right to examine your books and records from time to time with respect to monies received by you from the Catalogues. Such examination may be conducted by representatives of our choice at your regular place of business where such books and records are maintained either in London or in New York during normal business hours and no more than once with respect to any royalty period.

7. Audit: Upon the execution of the agreement, we shall have the right to have our representatives examine your books and records with respect to statements heretofore rendered by you with respect to your receipts from and after January 1, 1986 and you agree to pay to us any monies shown to be due to us by such examination.

8. Administration: As of the date hereof, our administrator is R&H Music with respect to the Elvis Presley Music catalogue and Williamson Music with respect to the Gladys Music catalogue. Our administrator is authorized to grant the consents herein provided on our behalf. We shall have the right to change our administrator at any time in our sole and absolute discretion upon simple written notice thereof to you.

TB. PP.  
JAN 10

JUL-20 2006 12:00

JUNIOR LAW GROUP

212 3915743 P.03/04

SENT BY:BLI ASSOCIATES

10-25-92 05:45PM

2123992484-

586 2257 # 4

9. Leiber Stoller Compositions: We have heretofore supplied you with a copy of the agreement among ourselves and Messrs. Jerry Leiber and Mike Stoller dated February 26, 1987 and you agree, insofar as the Territory is concerned, to comply in all respects with our obligations thereunder.

10. Other Territory: If we want to do a deal for a territory other than licensed territory, e.g. Europe, we have the right to do so, provided, we pay you some proportional share for use in your licensed territory, except for synchronization licenses.

11. Right of First Refusal On Sale: In the event that you receive an offer from a third party to buy any or all of the rights granted to you herein whether or not as a sale of your entire catalogue of musical compositions and you wish to accept such offer, directly or indirectly, you shall first give us a reasonable opportunity to acquire such rights at a price and on terms comparable to those offered to you by said third party on a proportional basis.

12. Termination: This agreement and all rights granted hereunder shall terminate in the event:

- (a) Carlin avails itself of the bankruptcy or insolvency laws of any jurisdiction or a proceeding is instituted against it under such laws which is not dismissed within 60 days.
- (b) Carlin fails to render a statement or make a payment hereunder when due and such failure continues for more than 30 days after notice thereof is delivered to Carlin at the above address or such other address as it may provide.
- (c) Carlin fails to fully and faithfully perform its obligations under this agreement, it being understood that such failure must be material and must continue after the receipt by Carlin of written notice thereof.

13. No Action: This agreement is entered into for the purpose of resolving the disputes which have arisen between the parties. The parties agree not to take any action or commence any legal proceeding against one another or against their respective representatives which may arise from actions taken with respect to the exploitation of the Catalogues during the pendency of said disputes from September 22, 1988 to the execution hereof.

14. Pending Litigation: All of the parties hereto agree to instruct their respective attorneys to take such steps as shall be necessary and appropriate to:

JFS. PP.  
via [signature]

JUL-26-2006 12:59

SUKIN LHW GROUP

212 3916743 P.04/04

SENT BY: BLI ASSOCIATES

12-05-92 05:46PM

2125992484

586 8657 W 5

- (a) Discontinue with prejudice and without cost a certain action pending in the Supreme Court of the State of New York, County of New York, entitled Carlin Music Corporation against The National Bank of Commerce, Co-Trustee of the Estate of Elvis Presley, deceased, et. al. (Index No. 27345/91); and
- (b) Discontinue with prejudice and without cost a certain action pending in the High Court of Justice, Chancery Division, between The National Bank of Commerce, et. al. and Carlin Music Corporation (CH 1991 -T- NO. 5238).
- (c) The parties shall exchange releases.

NATIONAL BANK OF COMMERCE OF MEMPHIS,  
TENNESSEE, as Trustee under the Last  
Will and Testament of Elvis Presley,  
Deceased

By: Glenn E. Wargo  
Title: FIRST VICE PRESIDENT

By: Priscilla B. Presley  
Priscilla B. Presley, as Trustee  
under the Last Will and Testament  
of Elvis Presley, Deceased

By: Julian J. Aberbach  
Julian J. Aberbach

By: Joachim Jean Aberbach  
Joachim Jean Aberbach

ACCEPTED AND AGREED:

CARLIN MUSIC CORPORATION

By: Victor J. Dicicco  
Title: CHAIRMAN

# Exhibit 3

**ELVIS PRESLEY MUSIC ENTERPRISES LLC**

**ANNE MARIE ABERBACH REVOCABLE TRUST**

**BELINDA ABERBACH STEVENSON REVOCABLE TRUST**

**REPORT ON EXAMINATION OF**

**CARLIN MUSIC CORPORATION**

**RAPHAEL ATTAR  
CHARTERED ACCOUNTANT**

**Raphael Attar**  
**Chartered Accountant**

**276 Blvd Saint Germain**  
**75007 Paris**

**Tel: 01 47 05 24 62**  
**Fax: 01 53 59 96 85**  
**email: attar.raphael@wanadoo.fr**

**Messrs.**  
**Elvis Presley Enterprises, LLC**  
**Anne Marie Aberbach Revocable Trust**  
**Belinda Aberbach Stevenson Agar Revocable Trust**  
**c/o Sukin Law Group**  
**1501 Broadway**  
**New York, NY 10036**

**July 7, 2006**

**Dear Sirs,**

**Pursuant to your instructions, I have examined the books and records of :**

**Carlin Music Corporation**  
**(hereinafter referred to as Carlin)**

**for the purpose of ascertaining any underpayments in royalty accountings rendered or which should have been rendered to you.**

**The examination was based on the Letter Agreement dated April 9, 1992 between the National Bank of Commerce of Memphis, Tennessee, as Trustee under the Last Will and Testament of Elvis Presley, Deceased, Priscilla B. Presley, as Trustee under the Last Will and Testament of Elvis Presley, Deceased, Julian J. Aberbach, Joachim Jean Aberbach (all collectively referred to hereinafter as Owners) and Carlin, and on which you advised me of your interpretation, where necessary.**

**The examination took place in November 2005 at Carlin's offices in London.**

**The audit period covered royalty statements rendered by Carlin for the period from July 1, 1999 through June 30, 2005.**

**Carlin collects the bulk of income through MCPS for mechanicals and PRS for performances, with the exception of synchronization fees licensed directly, and sheet music licensed through third parties.**

**MCPS makes monthly distributions, but the bulk of income relates to mechanicals from record companies who account to MCPS on a calendar quarter basis within 45 days. Hence, the major MCPS distributions for these mechanicals occur in February, May, August and November of each year. With respect to central licensing, where MCPS receives income for UK sales from other societies, these are also received on a quarterly basis and are distributed approximately 3 months after the end of the relevant sales quarter.**

**Raphael Attar**  
**Chartered Accountant**

PRS makes four payments a year in April, July, October and December. The April statement relates to Radio/TV performances for the 2nd half of the preceding year, and the October statement relates to Radio/TV performances for the 1st half. The July distribution covers general public performances for the preceding year, whereas the December statement includes sundry supplementary performances for various periods and an advance payment on account of general public performances, and this advance is recouped in the July distribution.

The examination included such audit procedures and tests as were deemed necessary, or were feasible under the circumstances, and included verifying society source statements, and those from third party licensees, with Carlin's accountings to Owners.

PRS and MCPS distribution statements, as well as those received from third party licensees for sheet music sales, cover all works owned or administered by Carlin with no separate statements or sections for Owners' compositions. As a result, verifying total income distributed on Owners' compositions from such statements was not feasible. The examination was therefore, necessarily limited to testing a sample of compositions and these related mainly to a selection extracted from the Top Earners list supplied to me for the audit.

The examination disclosed the following items :

**Additional Royalties Due on Sheet Music**

Sheet Music income received from third parties was based on a royalty rate of 15%. In its accountings to Owners, Carlin computed royalties at 66.66% of income received. This equates to splitting the 15% royalty received between Owners (10%) and Carlin (5%). According to Carlin, this split corresponds to that which was applicable under the previous agreement.

It should also be noted that Sheet Music income also includes licensing fees received from 3<sup>rd</sup> parties who themselves license to others and such fees are paid to Carlin at 85% of income collected by 3<sup>rd</sup> parties.

Carlin's accountings to Owners make no distinction between sheet music income received at a 15% royalty rate or at 85%. All income was accounted to Owners at 66.66% of receipts and, from the 1<sup>st</sup> half 2001 onwards, this was reduced to 50% to allow for the 25% share payable to Cherry Lane Music.

You advised me that Paragraph 5 of the Agreement, which provides for a royalty split, does not differentiate among the different types of income, but refers to "all monies" or simply "monies". As a result, the same royalty split should be applied across the board for all types of income, that is a 50/50 or 75/25 split depending on the date the renewal term commenced.

**Raphael Attar**  
**Chartered Accountant**

As a result, additional royalties are due to Owners on Sheet Music and these were computed by uplifting the royalty paid of 66.66% to a royalty payable of 75% (equal to an increase of 12.5% in the royalty paid to Owners).

(No account was taken of any copyrights which were still in their original term and on which royalties were payable at 50%. Carlin applied the 66.66% rate to all titles irrespective of their copyright dates. However, based on a brief review of sheet music royalties, the most significant income related to titles which are in their renewal term and therefore payable at 75%).

Schedule 1 sets forth the Sheet Music royalties accounted to Owners for each accounting period, from the 2<sup>nd</sup> half 1999 to the 1<sup>st</sup> half 2005, an to which an uplift of 12.5% was applied disclosing additional royalties due to be £ 4,192.24.

**Additional Royalties Due on 2 Titles**

Royalties on the title "Girls, Girls, Girls" (Leiber/Stoller) were computed at an incorrect rate for the period 1<sup>st</sup> half 2002 through the 1<sup>st</sup> half 2005. This was pointed out to Carlin who prepared an adjustment and this is set forth in Schedule 2 disclosing the additional amount due to be £ 700.47.

Royalties on the title "Love Me Tender (Motion Picture)" (various writers) were computed at an incorrect rate (50% instead of 75%). This was pointed out to Carlin who prepared an adjustment and this is set forth in Schedule 3 disclosing the additional amount due to be £ 541.07.

**Royalty Rate Adjustment to Titles Deemed to be in Renewal Term**

Based on an examination of Carlin's royalty statements to Owners, I extracted a List of Compositions on which there were royalty rate queries. This list, set forth in Exhibit 1, was sent to Owners' representatives for verification and comments.

In addition, Carlin supplied me with a listing of Gladys Music and Elvis Presley Music works indicating the year of registration and their respective renewal dates, but among these there were thirty four (34) titles for which the copyright year was scheduled as unknown by Carlin. These titles are set forth in Exhibit 2, (also submitted to Owners' representatives for verification), whereas the remainder of titles with copyright year data are set forth in Exhibit 3.

I recently received back from Owners' representatives their comments and additional information, which demonstrates that the copyright dates on at least sixteen (16) of the musical compositions were determined by them by reference to easily accessible information and further which discloses discrepancies on the copyright registration date and renewal term on a number of compositions and, consequently, on the royalty rate accounted by Carlin to Owners.

**Raphael Attar**  
**Chartered Accountant**

In addition, I was advised that for all compositions whose copyright date remains unknown, these should be deemed to have been in their renewal term by 1999, and that as of January 1, 2006 the royalty rate due on all compositions in the catalogues should be at 75% (since there would no longer be any compositions in their first term of 28 years).

Exhibit 1, relating to titles with royalty rate queries, has been updated with Client's comments. Exhibit 2, relating to works whose copyright year was listed as unknown by Carlin, has also been updated based on information which was easily obtained and supplied by the Client showing the copyright year and renewal date or, for those works whose copyright year remains unknown, deemed to be in the renewal term as of 1999.

Schedule 4 sets forth the adjustments due on the relevant titles listed in Exhibit 1 which were paid at an incorrect rate for certain periods, and the adjustments due on those titles listed in Exhibit 2 which fall in their renewal term, and discloses total additional royalties due to be £ 2,345.42.

Exhibit 3 sets forth a list of the compositions supplied by Carlin showing the remainder of the Gladys Music and Elvis Presley Music works, indicating the year of registration and their respective renewal dates.

Owners' representatives advised that the registration date for "It's Still Here" (Hunter) was not 1975 but 1973, with the renewal term starting in 2002. However, this title was correctly accounted by Carlin at 75% as from the 1<sup>st</sup> half 2002 onwards.

Similarly, on the title "All I Needed Was The Rain" (Wayne/Weisman) the registration date was 1968 and not 1978 as shown by Carlin, with renewal term starting in 1997. The examination, which covered the period from 2<sup>nd</sup> half 1999 onwards, disclosed that Carlin had applied the correct 75% rate throughout the audited period.

**Summary of Royalties Accounted**

Attached, as Exhibit 4, is a summary of royalties accounted by Carlin for the period July 1, 1999 through June 30, 2005 on the various Elvis Presley Music and Gladys Music accounts, and the dates these were paid. Please note that for royalties paid from the 1<sup>st</sup> half 2002 period onwards, a withholding tax of 22% was deducted. I was advised by Carlin that for these years Owners did not submit the necessary tax forms, required to avoid tax being withheld, and this despite repeated reminders being sent by Carlin. The tax forms need to be submitted by the ultimate beneficiaries. (The tax withheld amounted to £ 350,645.28 over the 3½ year period).

**Raphael Attar**  
**Chartered Accountant**

Summarized below are the audit findings:

	£
Schedule 1 - Adjustment for additional royalties due on Sheet Music	4,192.24
Schedule 2 - Adjustment due on "Girls, Girls, Girls"	700.47
Schedule 3 - Adjustment due on "Love Me Tender (Motion Picture)"	541.07
Schedule 4 - Royalty rate adjustment on titles deemed to be in renewal term	<u>2,345.42</u>
<b>Total Due</b>	<b>£ <u>7,779.20</u></b>

Respectfully submitted,

  
Raphael Attar  
Chartered Accountant

J. Aberbach and The Promenade Trust

Schedule 1

Re: Carlin Music Corporation

## Adjustment for Additional Royalties Due on Sheet Music

a/c 407 - Elvis Presley Music	source	income type	royalties paid		additional
			rate (1)	amount	royalties due (2)
			%	£	£
2nd half 1999	Music Sales	folio sale	66.666	0.65	0.08
1st half 2000	Music Sales	folio sale	66.666	4.07	0.51
2nd half 2000	Music Sales	folio sale	66.666	0.17	0.02
2nd half 2000	IMP	sheet	66.666	497.53	62.19
2nd half 2000	IMP	sheet	33.333	0.05	0.01
1st half 2001	Music Sales	folio sale	50.000	19.96	2.50
1st half 2001	Music Sales	sheet	25.000	1.08	0.14
1st half 2001	Music Sales	sheet	50.000	1,819.58	227.45
1st half 2001	IMP	sheet	25.000	0.02	0.00
1st half 2001	IMP	sheet	50.000	202.31	25.29
2nd half 2001	Music Sales	folio sale	50.000	6.88	0.86
2nd half 2001	Music Sales	sheet	25.000	0.51	0.06
2nd half 2001	Music Sales	sheet	50.000	1411.87	176.48
2nd half 2001	IMP	sheet	25.000	0.09	0.01
2nd half 2001	IMP	sheet	50.000	156.68	19.59
1st half 2002	Music Sales	sheet	12.500	0.31	0.04
1st half 2002	Music Sales	sheet	50.000	2,396.31	299.54
1st half 2002	IMP	sheet	12.500	0.04	0.01
1st half 2002	IMP	sheet	50.000	176.53	22.07
2nd half 2002	Music Sales	sheet	12.500	0.20	0.03
2nd half 2002	Music Sales	sheet	50.000	1,949.91	243.74
2nd half 2002	IMP	sheet	12.500	0.02	0.00
2nd half 2002	IMP	sheet	50.000	146.17	18.27
1st half 2003	Music Sales	sheet	12.500	0.25	0.03
1st half 2003	Music Sales	sheet	50.000	3,209.35	401.17
1st half 2003	IMP	sheet	50.000	161.99	20.25
2nd half 2003	Music Sales	sheet	12.500	0.12	0.02
2nd half 2003	Music Sales	sheet	50.000	1,795.33	224.42
2nd half 2003	IMP	sheet	50.000	113.29	14.16
1st half 2004	Music Sales	sheet	12.500	0.13	0.02
1st half 2004	Music Sales	sheet	50.000	1,266.96	158.37
1st half 2004	IMP	sheet	50.000	140.14	17.52

in J. Aberbach and The Promenade Trust

Schedule 1

Re: Carlin Music Corporation

Adjustment for Additional Royalties Due on Sheet Music

a/c 407 - Elvis Presley Music	source	income type	royalties paid		additional
			rate (1)	amount	royalties due (2)
			%	£	£
2nd half 2004	Music Sales	sheet	50.000	9.62	1.20
2nd half 2004	IMP	sheet	50.000	30.49	3.81
1st half 2005	Music Sales	sheet	12.500	0.14	0.02
1st half 2005	Music Sales	sheet	50.000	2,666.41	333.30
1st half 2005	IMP	sheet	50.000	196.20	24.53
a/c 462 - Gladys Music					
2nd half 1999	Music Sales	folio sale	66.666	21.79	2.72
1st half 2000	Music Sales	folio sale	66.666	99.12	12.39
2nd half 2000	Music Sales	folio sale	66.666	21.20	2.65
2nd half 2000	IMP	sheet	66.666	347.27	43.41
1st half 2001	Music Sales	folio sale	50.000	21.59	2.70
1st half 2001	Music Sales	sheet	50.000	1,373.86	171.73
1st half 2001	IMP	sheet	50.000	252.89	31.61
2nd half 2001	Music Sales	folio sale	50.000	6.86	0.86
2nd half 2001	Music Sales	sheet	50.000	724.89	90.61
2nd half 2001	IMP	sheet	50.000	236.56	29.57
1st half 2002	Music Sales	sheet	50.000	1288.35	161.04
1st half 2002	IMP	sheet	50.000	162.69	20.34
2nd half 2002	Music Sales	sheet	50.000	1265.32	158.17
2nd half 2002	IMP	sheet	50.000	184.00	23.00
1st half 2003	Music Sales	sheet	50.000	1881.91	235.24
1st half 2003	IMP	sheet	50.000	151.72	18.97
2nd half 2003	Music Sales	sheet	50.000	1065.29	133.16
2nd half 2003	IMP	sheet	50.000	72.17	9.02
1st half 2004	Music Sales	sheet	50.000	759.76	94.97
1st half 2004	IMP	sheet	50.000	188.75	23.59
2nd half 2004	Music Sales	sheet	50.000	93.39	11.67
2nd half 2004	IMP	sheet	50.000	34.46	4.31

J n J. Aberbach and The Promenade Trust

Schedule 1

Re: Carlin Music Corporation

Adjustment for Additional Royalties Due on Sheet Music

a/c 462 - Gladys Music	source	income type	royalties paid		additional
			rate (1)	amount	royalties due (2)
			%	£	£
1st half 2005	Music Sales	sheet	50.000	1260.12	157.52
1st half 2005	IMP	sheet	50.000	22.77	2.85
a/c 463 - Gladys Music					
2nd half 2001	Music Sales	folio sale	50.000	0.30	0.04
2nd half 2001	Music Sales	sheet	50.000	384.44	48.06
2nd half 2001	IMP	sheet	50.000	28.14	3.52
1st half 2002	Music Sales	sheet	50.000	554.58	69.32
1st half 2002	IMP	sheet	50.000	22.16	2.77
2nd half 2002	Music Sales	sheet	50.000	411.29	51.41
2nd half 2002	IMP	sheet	50.000	19.96	2.50
1st half 2003	Music Sales	sheet	50.000	722.04	90.26
1st half 2003	IMP	sheet	50.000	21.17	2.65
2nd half 2003	Music Sales	sheet	50.000	459.67	57.46
2nd half 2003	IMP	sheet	50.000	12.32	1.54
1st half 2004	Music Sales	sheet	50.000	272.31	34.04
1st half 2004	IMP	sheet	50.000	36.79	4.60
2nd half 2004	Music Sales	sheet	50.000	115.69	14.46
2nd half 2004	IMP	sheet	50.000	8.72	1.09
1st half 2005	Music Sales	sheet	50.000	498.26	62.28
1st half 2005	IMP	sheet	50.000	52.02	6.50
<b>Total Due</b>					<b>\$4,192.24</b>
Note:					
(1) royalty rate paid was computed at 66.66% of income received and from Jan 1, 2001 this was changed to 75% of 66.66% (50%) with the balance of 25% being the share paid to Cherry Lane					
(2) additional royalties due were computed based on royalties payable at 75% and from Jan 1, 2002 at 56.25% (75% of 75%), resulting in the additional rate due being 12.5% of royalties paid					

Title - Girls Girls Girls - Leiber & Stoller							
Adjustment due on Elvis Presley Music Inc (a/c 000487)							
Period	Source	Income	Rate paid	Amount paid	Rate Payable	Amount Payable	Amount Due
		£		£		£	£
1st half 2002	MUSIC SALES	2.40	12.500%	0.31	37.500%	0.90	0.59
	DMP	0.28	12.500%	0.04	37.500%	0.11	0.07
	MCPS	80.22	9.375%	7.52	28.125%	22.56	15.04
	WARNER - MALAYSIA	0.42	9.375%	0.04	28.125%	0.12	0.08
	PRS	4.41	9.375%	0.41	28.125%	1.24	0.83
	WARNER - KOREA/PHIL	2.16	18.750%	0.42	37.500%	0.81	0.39
2nd half 2002	MUSIC SALES	1.55	12.500%	0.20	37.500%	0.58	0.38
	DMP	0.14	12.500%	0.02	37.500%	0.05	0.03
	MCPS	81.77	9.375%	7.68	28.125%	23.00	15.32
	WARNER - MALAYSIA	0.30	9.375%	0.03	28.125%	0.08	0.03
	PRS	19.65	9.375%	1.85	28.125%	5.53	3.68
	WARNER - KOREA/PHIL	0.86	18.750%	0.16	37.500%	0.32	0.16
1st half 2003	MUSIC SALES	1.91	12.500%	0.25	37.500%	0.72	0.47
	MCPS	137.35	9.375%	12.86	28.125%	38.63	25.77
	WARNER - MAL/SING	0.14	9.375%	0.02	28.125%	0.04	0.02
	PRS	33.01	9.375%	3.10	28.125%	9.28	6.18
	WARNER - KOREA/PHIL	0.04	18.750%	-	37.500%	0.02	0.02
2nd half 2003	MUSIC SALES	0.94	12.500%	0.12	37.500%	0.35	0.23
	MCPS	44.14	9.375%	4.14	28.125%	12.41	8.27
	WARNER - MAL/SING	0.36	9.375%	0.04	28.125%	0.10	0.06
	PRS	191.04	9.375%	17.91	28.125%	53.73	35.82
	WARNER - KOREA/PHIL	0.25	18.750%	0.05	37.500%	0.09	0.04
1st half 2004	MUSIC SALES	0.96	12.500%	0.13	37.500%	0.36	0.23
	MCPS	33.10	9.375%	3.11	28.125%	9.31	6.20
	WARNER - MAL/SING	0.12	9.375%	0.01	28.125%	0.03	0.02
	PRS	38.10	9.375%	3.58	28.125%	10.72	7.14
	WARNER - KOREA/PHIL	0.07	18.750%	0.02	37.500%	0.03	0.01
2nd half 2004	MUSIC SALES		12.500%		37.500%	-	-
	MCPS	73.92	9.375%	6.93	28.125%	20.79	13.86
	WARNER - MAL/SING	0.10	9.375%	0.01	28.125%	0.03	0.02
	PRS	75.66	9.375%	7.12	28.125%	21.28	14.16
	WARNER - KOREA/PHIL	0.09	18.750%	0.02	37.500%	0.03	0.01
1st half 2005	MUSIC SALES	1.11	12.500%	0.14	37.500%	0.42	0.28
	MCPS	2,902.75	9.375%	272.13	28.125%	816.40	544.27
	WARNER - MAL/SING	0.09	9.375%	0.01	28.125%	0.03	0.02
	PRS	4.87	9.375%	0.47	28.125%	1.37	0.90
	WARNER - KOREA/PHIL	0.11	18.750%	0.03	37.500%	0.04	0.01
Total adjustment due							£768.47
Schedule prepared by Carlin							



Schedule 4

## Julian J. Aberbach and The Promenade Trust

Re: Carlin Music Corporation

## Royalty Rate Adjustment on Titles Deemed to be in Renewal Term

Adjustment due on Gladys Music (a/c 000462)							
Title	Writers	Period	Income	Rate paid	Amount paid	Rate Payable	Amount Due
			£		£	£	£
Titles paid at incorrect rate for certain periods - see Exhibit 1:							
Britches	Wayne	2nd half 1999	8.77	50.00%	4.40	75.00%	6.58
Britches	Wayne	1st half 2000	16.04	50.00%	8.04	75.00%	12.03
Britches	Wayne	2nd half 2000	11.25	50.00%	5.63	75.00%	8.44
Britches	Wayne	1st half 2001	19.97	37.50%	7.49	56.25%	11.23
Britches	Wayne	2nd half 2001	28.94	37.50%	10.86	56.25%	16.28
Britches	Wayne	1st half 2002	16.32	37.50%	6.13	56.25%	9.18
Britches	Wayne	2nd half 2002	17.57	37.50%	6.60	56.25%	9.88
Britches	Wayne	1st half 2003	27.30	37.50%	10.23	56.25%	15.36
Britches	Wayne	2nd half 2003	5.26	37.50%	1.98	56.25%	2.96
Britches	Wayne	1st half 2004	10.29	37.50%	3.87	56.25%	5.79
Britches	Wayne	2nd half 2004	11.19	37.50%	4.21	56.25%	6.29
Britches	Wayne	1st half 2005	30.86	37.50%	11.57	56.25%	17.36
Have A Happy	Fuller	2nd half 1999	16.01	50.00%	8.03	75.00%	12.01
I'll Never Know	Karger	2nd half 1999	29.42	50.00%	14.71	75.00%	22.07
Let Us Pray	Weisman	2nd half 1999	12.13	50.00%	6.08	75.00%	9.10
See Exhibit 2 for copyright year and renewal date							
Chant	Brooks	2nd half 2000	3.55	50.00%	1.78	75.00%	2.66
Chant'n' For Grandma	Syva	2nd half 2000	6.29	50.00%	3.15	75.00%	4.72
Shave And A Haircut Routine	Brooks	2nd half 2000	11.94	50.00%	5.97	75.00%	8.96
Other Adjustment due on Gladys Music (a/c 000463)							
Real Good Looking Boy	Weiss	2nd half 2004	1,944.40	37.50%	729.21	56.25%	1,093.73
Real Good Looking Boy	Weiss	1st half 2005	393.98	37.50%	147.75	56.25%	221.61

Schedule 4

Julian J. Aberbach and The Promenade Trust

Re: Carlin Music Corporation

Royalty Rate Adjustment on Titles Deemed to be in Renewal Term

Title	Writers	Period	Income £	Rate paid	Amount paid £	Rate Payable	Amount Payable £	Amount Due £
Titles paid at incorrect rate for certain periods - see Exhibit 1:								
Nearer My God To Thee	Mason	2nd half 2001	442.56	37.50%	165.99	56.25%	248.94	82.95
O Little Town Of Bethlehem	Presley	2nd half 1999	37.87	50.00%	18.96	75.00%	28.40	9.44
See See Rider	Presley	2/99 - 2/00	1,723.29	50.00%	861.96	75.00%	1,292.47	430.51
See See Rider	Presley	1/01 - 2/01	4,142.48	37.50%	1,553.45	56.25%	2,330.15	776.69
Swing The Mood	various	2/99 - 2/00	84.54	25.00%	21.14	37.50%	31.70	10.56
Swing The Mood	various	1/01 - 1/05	382.21	18.75%	71.69	28.125%	107.50	35.81
We Can Make The Morning	Ramsey	2/04 - 1/05	35.96	37.50%	13.50	56.25%	20.23	6.73
See Exhibit 2 for copyright year and renewal date								
Elvis Sails	Presley	2/99 - 2/00	32.69	50.00%	16.39	75.00%	24.52	8.13
Elvis Sails	Presley	1/01 - 1/05	444.48	37.50%	166.72	56.25%	250.02	83.30
Hey Memphis	Shuman	2/99 - 2/00	242.60	50.00%	121.33	75.00%	181.95	60.62
Hey Memphis	Shuman	1/01 - 1/05	264.07	37.50%	99.05	56.25%	148.54	49.49
Pretty Little Devil	Carter Jr	2/99 - 2/00	6.26	50.00%	3.15	75.00%	4.70	1.55
Primitive Love	Reeves	1/00 - 2/00	30.79	50.00%	15.41	75.00%	23.09	7.68
Primitive Love	Reeves	2nd half 2001	7.07	37.50%	2.65	56.25%	3.98	1.33
Turn Your Eyes Upon Jesus	Presley	1/01 - 1/05	1,504.33	37.50%	564.08	56.25%	846.19	282.11
Total Additional Royalties Due								£2,345.42

Exhibit J

Julian J. Aberbach and The Promenade Trust

Re: Carlin Music Corporation

List of Compositions with Royalty Rate Overlies

Titles in Gladys Music catalogue	Writers	Royalty Rate % Paid			Cherry Lane/Eliver	periods	Client's comments
		s/c 463 - Gladys	s/c 407 - EPM	total			
		%	%	%	%		
Britches	Wayne/Edwards	50.00		50.00	0.00	2nd half 1999 - 2nd half 2000	title in renewal term
Britches	Wayne/Edwards	37.50		37.50	12.50	year 2001 onwards	should all be at 75%
Thant	Brooks	50.00		50.00	0.00	2nd half 2000	deemed to be
no further income was received in subsequent periods, but system would pay out future income				37.50	12.50		in renewal term
Chantlin' For Grandma	Sylvia	50.00		50.00	0.00	2nd half 2000	deemed to be
no further income was received in subsequent periods, but system would pay out future income				37.50	12.50		in renewal term
Cindy Cindy	Puller/Welshman/Kaye	50.00		50.00	0.00	2nd half 1999	
Cindy Cindy	Puller/Welshman/Kaye	75.00		75.00	0.00	year 2000	
Cindy Cindy	Puller/Welshman/Kaye	56.25		56.25	18.75	year 2001 onwards	
Fool	Last/Sigman	50.00		50.00	0.00	2nd half 1999 - 2nd half 2000	
Fool	Last/Sigman	56.25		56.25	18.75	year 2001 onwards	
Have A Happy	Puller/Welshman/Kaye	50.00		50.00	0.00	2nd half 1999	title in renewal term
Have A Happy	Puller/Welshman/Kaye	75.00		75.00	0.00	year 2000	should all be at 75%
Have A Happy	Puller/Welshman/Kaye	56.25		56.25	18.75	year 2001 onwards	
I'll Never Know	Karger/Wayne/Welshman	50.00		50.00	0.00	2nd half 1999	title in renewal term
I'll Never Know	Karger/Wayne/Welshman	75.00		75.00	0.00	year 2000	should all be at 75%
I'll Never Know	Karger/Wayne/Welshman	56.25		56.25	18.75	year 2001 onwards	
I'll Take You Home Again Kathleen	Westendorff/Presley	25.00	25.00	50.00	0.00	2nd half 1999 - 2nd half 2000	
I'll Take You Home Again Kathleen	Westendorff/Presley	18.75	18.75	37.50	12.50	year 2001	
I'll Take You Home Again Kathleen	Westendorff/Presley	28.125	28.125	56.25	18.75	2002 onwards	

Exhibit L

Julian J. Aberbach and The Promenade Trust  
 Re: Carlin Music Corporation  
 List of Compositions with Royalty Rate Queries

Titles in Gladys Music catalogue	Writers	Royalty Rate % Paid					Cherry Lane/River	periods	Client's comments
		a/c 462 - Gladys	a/c 407 - EPM	total	%	%			
		%	%	%	%	%			
It's Still Here	Hunter	25.00	25.00	50.00	0.00	0.00	2nd half 1999 - 2nd half 2000		
It's Still Here	Hunter	18.75	18.75	37.50	12.50	12.50	year 2001		
It's Still Here	Hunter	28.125	28.125	56.25	18.75	18.75	year 2002 onwards		
Let Us Pray	Weisman/Kaye	50.00		50.00	0.00	0.00	2nd half 1999		title in renewal term
Let Us Pray	Weisman/Kaye	75.00		75.00	0.00	0.00	year 2000		should all be at 75%
Let Us Pray	Weisman/Kaye	56.25		56.25	18.75	18.75	year 2001 onwards		
Shave And A Haircut Routine	Brooke/O'Curran	50.00		50.00	0.00	0.00	2nd half 2000		deemed to be
no further income was received in subsequent periods, but system would pay out future income				37.50	12.50	12.50			in renewal term
Titles in Elvis Presley Music catalogue									
Amazing Grace	Presley		50.00	50.00	0.00	0.00	2nd half 1999		
Amazing Grace	Presley		75.00	75.00	0.00	0.00	year 2000		
Amazing Grace	Presley		56.25	56.25	18.75	18.75	year 2001 onwards		
Climb The	Leiber/Stoller		37.50	37.50	0.00	0.00	2nd half 1999 - 2nd half 2000		Carlin should provide
37.5% share paid to Hill & Range for Progressive Music and Carlin retained 25%									additional information
Climb The	Leiber/Stoller		28.125	28.125	18.75	18.75	year 2001 onwards		on co-publishing split
18.75% paid to Hill & Range and Carlin retained 34.375%									
Closing Vamp - from Elvis Live in Memphis/Summer/Dvorin									title not controlled by
no income received but system would pay out future income as									Elvis Presley Music
									or Gladys Music

Exhibit 1

Julian J. Aberbach and The Promenade Trust  
 Re: Carlin Music Corporation  
 List of Compositions with Royalty Rate Quotient

Titles in Elvis Presley Music catalogue		Royalty Rate % Paid			Cherry Lane/River %	periods	Client's comments
		a/c 407 - EPM %	total %				
Ecstasy	Pomus/Spector	37.50	37.50		0.00	2nd half 1999 - 2nd half 2000	Carlin should provide additional information on co-publishing split
Remaining 62.5% for Hill & Range (Progressive Music), Trio Music and Carlin							
Ecstasy	Pomus/Spector	28.125	28.125		9.375	year 2001 onwards	
Hill & Range 18.75% - Trio Music 6.25% and Carlin 37.5%							
Elvis Sails	Presley						
Elvis Sails	Presley	50.00	50.00		0.00	2nd half 1999 - 2nd half 2000	deemed to be in renewal term
First Noel The		37.50	37.50		12.50	year 2001 onwards	
First Noel The							
First Noel The	Presley	50.00	50.00		0.00	2nd half 1999	
	Presley	75.00	75.00		0.00	year 2000	
	Presley	56.25	56.25		18.75	year 2001 onwards	
Girls, Girls, Girls	Leiber/Stoller						
Hill & Range (Progressive Music) 37.5% - Carlin 25%		37.50	37.50		0.00	2nd half 1999 - 2nd half 2000	
Girls, Girls, Girls	Leiber/Stoller	28.125	28.125		9.375	year 2001	see Schedule 2 for rate adjustment
Girls, Girls, Girls	Leiber/Stoller	9.375	9.375		3.125	year 2002 onwards	prepared by Carlin
Hill & Range (Progressive Music) 37.5% - Carlin 50%							
Hey Memphis	Pomus/Shuman	50.00	50.00		0.00	2nd half 1999 - 2nd half 2000	title in renewal term
Hey Memphis	Pomus/Shuman	37.50	37.50		12.50	year 2001 onwards	should all be at 75%
Holly Leaves And Christmas Trees	Spree/West						
Holly Leaves And Christmas Trees	Spree/West	50.00	50.00		0.00	2nd half 1999	
Holly Leaves And Christmas Trees	Spree/West	75.00	75.00		0.00	year 2000	
		56.25	56.25		18.75	year 2001 onwards	
I Was Born About Ten Thousand Years Ago Presley							
I Was Born About Ten Thousand Years Ago Presley		50.00	50.00		0.00	2nd half 1999	
I Was Born About Ten Thousand Years Ago Presley		75.00	75.00		0.00	year 2000	
		56.25	56.25		18.75	year 2001 onwards	

Exhibit 1

Julian J. Aberbach and The Promenade Trust

Re: Carlin Music Corporation

List of Compositions with Royalty Rate Queries

Titles in Elvis Presley Music catalogue		Royalty Rate % Paid			Cherry Lane/River	periods	Client's comments
		s/e 407 - EPMD	total	%			
		%	%	%			
I'll Be Home On Christmas Day	Jarrett	50.00	50.00	0.00		2nd half 1999	
I'll Be Home On Christmas Day	Jarrett	75.00	75.00	0.00		year 2000	
I'll Be Home On Christmas Day	Jarrett	56.25	56.25	18.75		year 2001 onwards	
I'm Leaving	Charles/Jarrett	50.00	50.00	0.00		2nd half 1999	
I'm Leaving	Charles/Jarrett	75.00	75.00	0.00		year 2000	
I'm Leaving	Charles/Jarrett	56.25	56.25	18.75		year 2001 onwards	
It's Your Baby You Rock It	Fowler/Milete	50.00	50.00	0.00		2nd half 1999	
It's Your Baby You Rock It	Fowler/Milete	75.00	75.00	0.00		year 2000	
It's Your Baby You Rock It	Fowler/Milete	56.25	56.25	18.75		year 2001 onwards	
Let's Be Friends	Martin/Morrow/Arnold	50.00	50.00	0.00		2nd half 1999 - 2nd half 2000	
Let's Be Friends	Martin/Morrow/Arnold	37.50	37.50	12.50		year 2001 onwards	
this title appears to be controlled 50% by Elvis Presley Music and 50% by Carlin of/o The Shadows							
Life	Milete	50.00	50.00	0.00		2nd half 1999	
Life	Milete	75.00	75.00	0.00		year 2000	
Life	Milete	56.25	56.25	18.75		year 2001 onwards	
Love Me Tender (Motion Picture)	Various Writers	50.00	50.00	0.00		2nd half 1999 - 2nd half 2000	see Schedule 3 for rate adjustment
Love Me Tender (Motion Picture)	Various Writers	37.50	37.50	12.50		year 2001 onwards	prepared by Carlin
Nearer My God To Thee	Mason/Adams/Presley	37.50	37.50	12.50		year 2001	title in renewal term
Nearer My God To Thee	Mason/Adams/Presley	56.25	56.25	18.75		year 2002 onwards	should all be at 75%
O come All Ye Faithful	Presley	50.00	50.00	0.00		2nd half 1999	
O come All Ye Faithful	Presley	75.00	75.00	0.00		year 2000	
O come All Ye Faithful	Presley	56.25	56.25	18.75		year 2001 onwards	

Exhibit L

## Julian J. Aberbach and The Promenade Trust

Re: Carlin Music Corporation

## List of Compositions with Royalty Rate Queries

Titles In Elvis Presley Music catalogue		Royalty Rate % Paid			Cherry Lane/River %	periods	Client's comments
		a/c 407 - EPM %	total %	%			
O Little Town Of Bethlehem	Presley	50.00	50.00	0.00	2nd half 1999	title in renewal term should all be at 75%	
O Little Town Of Bethlehem	Presley	75.00	75.00	0.00	year 2000		
O Little Town Of Bethlehem	Presley	56.25	56.25	18.75	year 2001 onwards		
Pretty Little Devil	Carter	50.00	50.00	0.00	2nd half 1999 - 2nd half 2000	deemed to be in renewal term	
no further income was received in subsequent periods, but system would pay out future income			37.50	12.50			
Primitive Love	Reeves	50.00	50.00	0.00	year 2000	deemed to be in renewal term	
no further income was received in subsequent periods, but system would pay out future income			37.50	12.50	2nd half 2001		
See See Rider	Presley	50.00	50.00	0.00	2nd half 1999 - 2nd half 2000	title in renewal term should all be at 75%	
See See Rider	Presley	37.50	37.50	12.50	year 2001		
See See Rider	Presley	56.25	56.25	18.75	year 2002 onwards		
Seeing Is Believing	Spren/West	50.00	50.00	0.00	2nd half 1999		
Seeing Is Believing	Spren/West	75.00	75.00	0.00	year 2000		
Seeing Is Believing	Spren/West	56.25	56.25	18.75	year 2001 onwards		
Sound Of Your Cry The	Baum/Giant/Kaye	50.00	50.00	0.00	2nd half 1999		
Sound Of Your Cry The	Baum/Giant/Kaye	75.00	75.00	0.00	year 2000		
Sound Of Your Cry The	Baum/Giant/Kaye	56.25	56.25	18.75	year 2001 onwards		
Stranger In The Crowd	Scott	50.00	50.00	0.00	2nd half 1999		
Stranger In The Crowd	Scott	75.00	75.00	0.00	year 2000		
Stranger In The Crowd	Scott	56.25	56.25	18.75	year 2001 onwards		
Swing The Mood	Various Writers	25.00	25.00	0.00	2nd half 1999 - 2nd half 2000	title in renewal term should all be at 75%	
Swing The Mood	Various Writers	18.75	18.75	18.90			
this appears to be a co-published title with Hill & Range (o/b/o Progressive Music 12.45% and Noma Music 12.45%) and Carlin retaining 37.45%							
but Cherry River's share is odd							

Exhibit L

Julian J. Aberbach and The Promenade Trust  
 Re: Carlin Music Corporation  
 List of Compositions with Royalty Rate Queries

Titles in Elvis Presley Music catalogue		Royalty Rate % Paid			Cherry Lane/River %	periods	Client's comments
		a/c 407 - EPM %	total %	%			
Turn Your Eyes Upon Jesus	Clarke/Lemmon/Presley		no income 2nd half 1999 - 2nd half 2000				deemed to be in renewal term
Turn Your Eyes Upon Jesus	Clarke/Lemmon/Presley	37.50	37.50	12.50		year 2001 onwards	
We Can Make The Morning	Ramsey	37.50	37.50	12.50		2nd half 2004 - 1st half 2005	title in renewal term should all be at 75%
Carlin retains 50% but Charysalls listing indicates that EPM was assigned 50% of this composition - EPM share controlled should be verified							
When I'm Over You	Milete	50.00	50.00	0.00		2nd half 1999	
When I'm Over You	Milete	75.00	75.00	0.00		year 2000	
When I'm Over You	Milete	56.25	56.25	18.75		year 2001 onwards	
Where Did They Go Lord	Owens/Frazier	50.00	50.00	0.00		2nd half 1999	
Where Did They Go Lord	Owens/Frazier	75.00	75.00	0.00		year 2000	
Where Did They Go Lord	Owens/Frazier	56.25	56.25	18.75		year 2001 onwards	
Note : most titles in this Exhibit appear to have been paid to Gladys/Presley at 50% in the 2nd half 1999 and the rate was increased to 75% as from the 1st half 2000, and then reduced to 56.25% as from the 1st half 2001 to allow for Cherry Lane's 25% share. This would appear to indicate that according to Carlin Music these works entered the renewal term as of January 1, 2000 although on Carlin's own copyright year list the renewal term started earlier for certain titles (e.g. "Have A Happy" renewal date 1/1/98 but rate was increased to 75% only as from 1/1/2000)							
Please note that some titles are still being paid at 50% (or 37.50%) and adjustments have been computed in Schedule 4 based on Client's comments							
All rate adjustments on titles which, according to Client's comments, are in their renewal term or are deemed to be, have been included in Schedule 4							

Exhibit 2

Julian J. Aberbach and The Promenade Trust  
 Re: Carlin Music Corporation  
 Gladys Music and Elvis Presley Music Works with Copyright Year Unknown by Carlin

TITLE	WRITERS	year registered	renewal date 1st January	Royalty Rate Gladys %	% Payable/Paid and Retained Cherry Lane %	Carlin %
GLADYS MUSIC WORKS as per Carlin's database						
BARCAROLLE (TALES OF HOFFMAN)	WAYNE/BARBIE/OFFENBACH/SILVER	?	no income		undetermined	
BLUE HAWAII (MOTION PICTURE)	LILLY	?		56.25	18.75	25.00
CHANT	BROOKS	?		37.50	12.50	50.00
ANTIN' FOR GRANDMA	SYLVA	?		37.50	12.50	50.00
DOUCEMENT MAIS SUREMENT (SLOWLY BUT SURELY)	WAYNE/WEISMAN	?		56.25	18.75	25.00
FRANKFURT DANCE	LEVENE	?	no income		undetermined	
LIL'S CRAWFISH DANCE	BROOKS	?	no income		undetermined	
PASSION FLOWER	MURTAGH/GARFIELD/BOTKIN JR	?	no income		undetermined	
PRIMROSE LANE	SHANKLIN/CALLENDER	?		56.25	18.75	25.00
SANDS OF TIME	LEIBER/STOLLER	?			undetermined	
SHAVE AND A HAIRCUT ROUTINE	BROOKS/O'CURRAN	?	no income		undetermined	
SHOPPIN' AROUND	SCHROEDER/BENNETT/TEPPER	?		37.50	12.50	50.00
YEAH! YEAH! YEAH!	LEIBER/STOLLER	?		56.25	18.75	25.00
YOU DON'T HAVE A WOODEN HEART	TWOMEY/KAEMPFFER/TWISE/WEISMAN	?		56.25	18.75	25.00
GLADYS MUSIC WORKS as per Client's information						
all titles				75.00	share pre 1/1/2001 0.00	25.00
GLADYS MUSIC WORKS as per Client's information						
BARCAROLLE (TALES OF HOFFMAN)	WAYNE/BARBIE/OFFENBACH/SILVER	1953	1982	56.25	share post 1/1/2001 18.75	25.00
BLUE HAWAII (MOTION PICTURE)	LILLY	?	as of 1999	56.25	18.75	25.00
CHANT	BROOKS	?	as of 1999	56.25	18.75	25.00
ANTIN' FOR GRANDMA	SYLVA	?	as of 1999	56.25	18.75	25.00
DOUCEMENT MAIS SUREMENT (SLOWLY BUT SURELY)	WAYNE/WEISMAN	?	as of 1999	56.25	18.75	25.00
FRANKFURT DANCE	LEVENE	?	as of 1999	56.25	18.75	25.00
LIL'S CRAWFISH DANCE	BROOKS	?	as of 1999	56.25	18.75	25.00
PASSION FLOWER	MURTAGH/GARFIELD/BOTKIN JR	1959	1988	56.25	18.75	25.00
PRIMROSE LANE	SHANKLIN/CALLENDER	1958	1987	56.25	18.75	25.00
SANDS OF TIME	LEIBER/STOLLER	1957	1986	56.25	18.75	25.00
SHAVE AND A HAIRCUT ROUTINE	BROOKS/O'CURRAN	?	as of 1999	56.25	18.75	25.00
SHOPPIN' AROUND	SCHROEDER/BENNETT/TEPPER	1957	1986	56.25	18.75	25.00
YEAH! YEAH! YEAH!	LEIBER/STOLLER	1957	1986	56.25	18.75	25.00
YOU DON'T HAVE A WOODEN HEART	TWOMEY/KAEMPFFER/TWISE/WEISMAN	1960	1989	56.25	18.75	25.00

Exhibit 2

Julian J. Aberbach and The Promenade Trust  
 Re: Carlin Music Corporation  
 Gladys Music and Elvis Presley Music Works with Copyright Year Unknown by Carlin

TITLE	WRITERS	year -registered	renewal date	Royalty Rate % Presley	% Payable/Retained Cherry Lane	and Retained Carlin %
ELVIS PRESLEY MUSIC WORKS as per Carlin's data base						
DON'T DROP IT	FELL	?	no income		undetermined	
E S SAILS	PRESLEY	?		37.50	12.50	50.00
FOUNTAIN OF LOVE	GIANT/LEWIS	?		56.25	18.75	25.00
HERE COMES TOMORROW	SINGLETON	?	no income		undetermined	
HEY MEMPHIS	POMUS/SHUMAN	?		37.50	12.50	50.00
HILLBILLY PARADE	OVERMYER/FITZSIMMONS	?	no income		undetermined	
I'M A ROUSTABOUT	BLACKWELL/SCOTT	?		56.25	18.75	25.00
LITTLE EGYPT	LEIBER/STOLLER	?		56.25	18.75	25.00
NEARER MY GOD TO THEE	PRESLEY/MASON/ADAMS	?		56.25	18.75	25.00
NIGHTSHIFT	ROUSEY	?	no income		undetermined	
ON A SNOWY CHRISTMAS NIGHT	GELBER	?	no income		undetermined	
POTLUCK	POMUS/SHUMAN	?	no income		undetermined	
PRETTY LITTLE DEVIL	CARTER JR	?	no income	37.50	12.50	50.00
PRIMITIVE LOVE	REEVES	?		37.50	12.50	50.00
ROCKIN' AND A ROLLIN'	BILLS	?		SEE NOTE		
SEE SEE RIDER	TRADITIONAL/PRESLEY	?		56.25	18.75	25.00
SURRENDER	DE CURTIS/DE CURTIS/POMUS/SHUMAN	?		56.25	18.75	25.00
TURN YOUR EYES UPON JESUS	PRESLEY/LEMMEL/CLARKE	?		37.50	12.50	50.00
WHERE DO YOU WANT THE WORLD DELIVER	RALEIGH/WAYNE	?	no income		undetermined	
' BETTER RUN	TRADITIONAL/PRESLEY	?	no income		undetermined	
NOTE: TITLE "ROCKIN' AND ROLLIN'" (not listed in Elvis Presley or Gladys Music catalogues) is shown by Carlin as payable to:						
BIENSTOCK PUBLISHING	25%					
JERRY LEIBER MUSIC	12.5%					
MIKE STOLLER MUSIC	12.5%					
CARLIN RETAINS	25%					

Exhibit 2

Julian J. Abetach and The Promenade Trust  
 Re: Carlin Music Corporation  
 Gladys Music and Elvis Presley Music Works with Copyright Year Unknown by Carlin

TITLE	WRITERS	year registered	renewal date	Royalty Rate % Presley %	Payable/Paid and Retained Cherry Lane % Carlin %
ELVIS PRESLEY MUSIC WORKS as per Client's information					
all titles				share pre 1/1/2001 75.00	share post 1/1/2001 0.00
LET IT DROP IT	FELL	1954	1983	56.25	18.75
LET'S SAILS	PRESLEY	rate applicable from 1958		56.25	18.75
FOUNTAIN OF LOVE	GIANT/LEWIS	1962	1991	56.25	18.75
HERE COMES TOMORROW	SINGLETON	? as of 1999		56.25	18.75
HEY MEMPHIS	POMUS/SHUMAN	1961	1990	56.25	18.75
HILLBILLY PARADE	OVERMYER/FITZSIMMONS	? as of 1999		56.25	18.75
I'M A ROUSTABOUT	BLACKWELL/SCOTT	rate applicable from 2004		56.25	18.75
LITTLE EGYPT	LEIBER/STOLLER	1961	1990	56.25	18.75
NEARER MY GOD TO THEE	PRESLEY/MASON/ADAMS	1959	1988	56.25	18.75
NIGHTSHIFT	ROUSEY	? as of 1999		56.25	18.75
ON A SNOWY CHRISTMAS NIGHT	GELBER	? as of 1999		56.25	18.75
POT LUCK	POMUS/SHUMAN	1962	1991	56.25	18.75
PRETTY LITTLE DEVIL	CARTER JR	? as of 1999		56.25	18.75
PRIMITIVE LOVE	REEVES	? as of 1999		56.25	18.75
ROCKIN' AND A ROLLIN'	BILLS	? as of 1999		56.25	18.75
SEE SEE RIDER	TRADITIONAL/PRESLEY	? as of 1999		56.25	18.75
SURRENDER	DE CURTIS/DE CURTIS/POMUS/SHUMAN	1960	1989	56.25	18.75
TURN YOUR EYES UPON JESUS	PRESLEY/LEMMEL/CLARKE	? as of 1999		56.25	18.75
WHERE DO YOU WANT THE WORLD DELIVER	RALEIGH/WAYNE	? as of 1999		56.25	18.75
W. BETTER RUN	TRADITIONAL/PRESLEY	? as of 1999		56.25	18.75

Re: Carlin Music

Gladys M. and Elvis Presley Music Works by Copyright

		year	renewal
TITLE	WRITERS	registered	date 1st January
GLADYS MUSIC WORKS			
GAZZA AND FRIENDS MEDLEY	VARIOUS WRITERS	1956	1985
I WANT YOU, I NEED YOU, I LOVE YOU	MYSELS/KOSLOFF	1956	1985
(LET ME BE YOUR) TEDDY BEAR	LOWE/MANN	1957	1986
(LET'S HAVE A) PARTY	ROBINSON	1957	1986
(YOU'RE SO SQUARE) BABY DON'T CARE	LEIBER/STOLLER	1957	1986
DANCING ON A DARE	THOMAS/WISE	1957	1986
FABULOUS	LOWE/MANN	1957	1986
JAILHOUSE ROCK	LEIBER/STOLLER	1957	1986
JE T'AIME MON TEDDY BEAR	GAINSBORG/LOWE/MANN	1957	1986
LONESOME COWBOY	BENNETT/TEPPER	1957	1986
MEAN WOMAN BLUES	DE METRUIS	1957	1986
ONE MORE DAY	BENNETT/TEPPER	1957	1986
SANTA BRING MY BABY BACK (TO ME)	DE METRUIS/SCHROEDER	1957	1986
BANANA	BENNETT/TEPPER	1958	1987
BOTTOM OF THE BARREL	BENNETT/TEPPER	1958	1987
DIXIELAND ROCK	FRANK/SCHROEDER	1958	1987
HARD HEADED WOMAN	DE METRUIS	1958	1987
I GOT STUNG	HILL/SCHROEDER	1958	1987
LOVER DOLL	WAYNE/SILVER	1958	1987
NEW ORLEANS	BENNETT/TEPPER	1958	1987
TROUBLE	LEIBER/STOLLER	1958	1987
I GOTTA KNOW	WILLIAMS/EVANS	1959	1988
I NEED YOUR LOVE TONIGHT	WAYNE/REICHNER	1959	1988
MORNING PAPERS, THE	TEPPER/BENNETT	1959	1988
BIG BOOTS	WAYNE/EDWARDS	1960	1989
DIDJA EVER	WAYNE/EDWARDS	- 1960	1989
FAME AND FORTUNE	WISE/WEISMAN	1960	1989
FRANKFORT SPECIAL	WAYNE/EDWARDS	1960	1989
G.I. BLUES (MOTION PICTURE)	LILLEY	1960	1989
G.I. BLUES	BENNETT/TEPPER	1960	1989
IT'S NOW OR NEVER	SCHROEDER/DI CAPUA/GOLD	1960	1989
LULLABY FOR LOVERS	KAEMPFERT	1960	1989
POCKETFUL OF RAINBOWS	WISE/WEISMAN	1960	1989
STUCK ON YOU	SCHROEDER/MCFARLAND	1960	1989
TONIGHT IS SO RIGHT FOR LOVE	WAYNE/SILVER	1960	1989
WHAT'S SHE REALLY LIKE	WAYNE/SILVER	1960	1989
WILD IN THE COUNTRY	PERETTI/CREATORE/WEISS	1960	1989
WOODEN HEART	TWOMEY/KAEMPFERT/WISE/WEISMAN	1960	1989
A CANE AND A HIGH STARCH COLLAR	BENNETT/TEPPER	1961	1990
ALMOST ALWAYS TRUE	WISE/WEISMAN	1961	1990
BEACH BOY BLUES	BENNETT/TEPPER	1961	1990
CAN'T HELP FALLING IN LOVE	WEISS/PERETTI/CREATORE	1961	1990
FLAMING STAR	WAYNE/EDWARDS	1961	1990
GIVE ME THE RIGHT	WISE/BLAGMAN	1961	1990
HAWAIIAN SUNSET	BENNETT/TEPPER	1961	1990
I SLIPPED I STUMBLED I FELL	WISE/WEISMAN	1961	1990
I'M YOURS	ROBERTSON/BLAIR	1961	1990

Re: Carlin Music

Gladys N and Elvis Presley Music Works by Copyright 31

TITLE	WRITERS	year	renewal
		registered	date
			1st January
<b>GLADYS MUSIC WORKS continued</b>			
IN MY WAY	WISE/WEISMAN	1961	1990
IN YOUR ARMS	GOLD/SCHROEDER	1961	1990
ISLAND OF LOVE	BENNETT/TEPPER	1961	1990
IT WON'T BE ME	WISE/WEISMAN	1961	1990
KU-U-I-PO	WEISS/PERETTI/CREATORE	1961	1990
LONELY MAN	BENJAMIN/MARCUS	1961	1990
NO MORE	ROBERTSON/BLAIR	1961	1990
PUT THE BLAME ON ME	TWOMEY/BLAGMAN/WISE	1961	1990
REAL GOOD LOOKING BOY	WEISS/CREATORE/PERETTI/TOWNSH	1961	1990
ROCK-A-HULA BABY	FULLER/WISE/WEISMAN	1961	1990
SLICIN' SAND	BENNETT/TEPPER	1961	1990
STARTING TODAY	ROBERTSON	1961	1990
SUMMER KISSES, WINTER TEARS	LLOYD/WISE/WEISMAN	1961	1990
THERE'S ALWAYS ME	ROBERTSON	1961	1990
A BOY LIKE ME, A GIRL LIKE YOU	BENNETT/TEPPER	1962	1991
A WHISTLIN' TUNE	EDWARDS/DAVID	1962	1991
ANGEL	BENNETT/TEPPER	1962	1991
ANYTHING THAT'S PART OF YOU	ROBERTSON	1962	1991
EARTH BOY	BENNETT/TEPPER	1962	1991
FOLLOW THAT DREAM	WISE/WEISMAN	1962	1991
FOR THE MILLIONTH AND THE LAST TIME	BENNETT/TEPPER	1962	1991
GOOD LUCK CHARM	GOLD/SCHROEDER	1962	1991
HOME IS WHERE THE HEART IS	EDWARDS/DAVID	1962	1991
DON'T WANT TO	TORRE/SPIELMAN	1962	1991
I GOT LUCKY	FULLER/WISE/WEISMAN	1962	1991
I MET HER TODAY	ROBERTSON/BLAIR	1962	1991
I'M NOT THE MARRYING KIND	EDWARDS/DAVID	1962	1991
JUST FOR OLD TIME'S SAKE	BENNETT/TEPPER	1962	1991
MAMA	BROOKS/O'CURRAN	1962	1991
NEVER-ENDING	KAYE/SPRINGER	1962	1991
RIDIN' THE RAINBOW	WISE/WEISMAN	1962	1991
SONG OF THE SHRIMP	BENNETT/TEPPER	1962	1991
STEPPIN' OUT OF LINE	FULLER/WISE/WEISMAN	1962	1991
THE WALLS HAVE EARS	BENNETT/TEPPER	1962	1991
THIS IS LIVING	WISE/WEISMAN	1962	1991
WE'LL BE TOGETHER	O'CURRAN/BROOKS	1962	1991
WE'LL GET TOGETHER	O'CURRAN/BROOKS	1962	1991
WHAT A WONDERFUL LIFE	WAYNE/LIVINGSTON	1962	1991
(THERE'S) NO ROOM TO RHUMBA (IN A SPORTS	MANNING/WISE	1963	1992
BEYOND THE BEND	EDWARDS/WAYNE	1963	1992
FUN IN ACAPULCO	WAYNE/WEISMAN	1963	1992
FUN IN ACAPULCO (MOTION PICTURE)	VARIOUS WRITERS	1963	1992
HAPPY ENDING	WAYNE/WEISMAN	1963	1992
I THINK I'M GONNA LIKE IT HERE	ROBERTSON/BLAIR	1963	1992
I'M FALLING IN LOVE TONIGHT	ROBERTSON	1963	1992
LOVE ME TONIGHT	ROBERTSON	1963	1992
MARGUERITA	ROBERTSON	1963	1992

Re: Carlin Music

Gladys Music and Elvis Presley Music Works by Copyright

TITLE	WRITERS	renewal	
		year	date
		registered	1st January
<b>GLADYS MUSIC WORKS continued</b>			
MEXICO	BENNETT/TEPPER	1963	1992
RELAX	BENNETT/TEPPER	1963	1992
SLOWLY BUT SURELY	WAYNE/WEISMAN	1963	1992
TAKE ME TO THE FAIR	BENNETT/TEPPER	1963	1992
THE BULLFIGHTER WAS A LADY	BENNETT/TEPPER	1963	1992
THEY REMIND ME TOO MUCH OF YOU	ROBERTSON	1963	1992
TURTLES, BERRIES AND GUMBO	WOOD/TWOMEY	1963	1992
VINO, DINERO Y AMOR	BENNETT/TEPPER	1963	1992
WHAT NOW, WHAT NEXT, WHERE TO	ROBERTSON/BLAIR	1963	1992
ANYONE (COULD FALL IN LOVE WITH YOU)	DE JESUS/BENJAMIN/MARCUS	1964	1993
BAREFOOT BALLAD	FULLER/MORRIS	1964	1993
BIG LOVE, BIG HEARTACHE	FULLER/HENDRIX/MORRIS	1964	1993
CARNY TOWN	STARR/WISE	1964	1993
IT'S A WONDERFUL WORLD	BENNETT/TEPPER	1964	1993
IT'S CARNIVAL TIME	WAYNE/WEISMAN	1964	1993
KISSIN' COUSINS	STARR/WISE	1964	1993
LADY LOVES ME, THE	BENNETT/TEPPER	1964	1993
ONCE IS ENOUGH	BENNETT/TEPPER	1964	1993
PAPPY, WONT YOU PLEASE COME HOME	BENNETT/TEPPER	1964	1993
VIVA LAS VEGAS	POMUS/SHUMAN	1964	1993
WHEELS ON MY HEELS	BENNETT/TEPPER	1964	1993
YELLOW ROSE OF TEXAS	STARR/WISE	1964	1993
BLUE RIVER	EVANS/TOBIAS	1965	1994
ROSS MY HEART AND HOPE TO DIE	WAYNE/WEISMAN	1965	1994
DO THE CLAM	WAYNE/FULLER/WEISMAN	1965	1994
FORGET ME NEVER	WISE/WEISMAN	1965	1994
FORT LAUDERDALE CHAMBER OF COMMERCE	BENNETT/TEPPER	1965	1994
I'VE GOT NEWS FOR YOU	STARR/WISE	1965	1994
KISMET	BENNETT/TEPPER	1965	1994
MY DESERT SERENADE	GELBER	1965	1994
PUPPET ON A STRING	BENNETT/TEPPER	1965	1994
ADAM AND EVIL	STARR/WISE	1966	1995
ALL THAT I AM	BENNETT/TEPPER	1966	1995
AM I READY	BENNETT/TEPPER	1966	1995
AN OLD ITALIAN LOVE SONG	HARRISON/SOSNICK/KEITHLEY/HIRSH	1966	1995
BEGINNER'S LUCK	BENNETT/TEPPER	1966	1995
BLUE IN THE BLACK OF THE NIGHT	CAPANO/WELLEN/MERLAND/PANCO	1966	1995
BOOK OF HAPPINESS	HOSEY/GORDON	1966	1995
BROOKLYN	KENNY/SEGAL/SILVER	1966	1995
CHESAY	KARGER/WAYNE/WEISMAN	1966	1995
COME ALONG	HESS	1966	1995
DATIN'	STARR/WISE	1966	1995
DOG'S LIFE, A	WAYNE/WEISMAN	1966	1995
DRUMS OF THE ISLANDS	CENTER/BENNETT/TEPPER	1966	1995
FRANKIE AND JOHNNY	GOTTLIEB/KARGER/WEISMAN	1966	1995
HARD LUCK	WAYNE/WEISMAN	1966	1995
HITLER'S FUNERAL MARCH	SILVER/KENNY/KENNY	1966	1995

Re: Carlin Music

Gladys M. and Elvis Presley Music Works by Copyright

TITLE	WRITERS	year	renewal
		registered	1st January
GLADYS MUSIC WORKS continued			
I'LL BE BACK	WAYNE/WEISMAN	1966	1995
I'LL FIND YOU	PANCOAST/EDWARDS/CAPANO/MER	1966	1995
MON ADORE	FREEMAN/CAPANO/BORSELLI	1966	1995
NIECES AND NEPHEWS OF UNCLE SAM	SCHROEDER/PAUL	1966	1995
OH! OH! OH! SUSIE	KENNY/MILTON/SILVER	1966	1995
PETUNIA, THE GARDENER'S DAUGHTER	BENNETT/TEPPER	1966	1995
SAND CASTLES	GOLDBERG/HESS	1966	1995
SMORGASBORD	BENNETT/TEPPER	1966	1995
SPINOUT	WAYNE/FULLER/WEISMAN	1966	1995
TEARS ON MY PILLOW	LEWIS/BRADFORD	1966	1995
CASANOVA BROWN	SILVER/KENNY/KENNY	1967	1996
CLAMBAKE	WAYNE/WEISMAN	1967	1996
CONFIDENCE	BENNETT/TEPPER	1967	1996
COULD I FALL IN LOVE	STARR	1967	1996
EASY COME, EASY GO	WAYNE/WEISMAN	1967	1996
ENCHANTING	HIMBER/WILLIAM/GAMSI	1967	1996
GIRL I NEVER LOVED, THE	STARR	1967	1996
GOOD LUCK TO YOU	TAUB/RICH/SEYMOUR	1967	1996
GREEN GREEN HILLS OF HOME	SILVER/KENNY/KENNY	1967	1996
HOUSE THAT HAS EVERYTHING, A	BENNETT/TEPPER	1967	1996
I LOVE ONLY ONE GIRL	BENNETT/TEPPER	1967	1996
I'LL TOUCH A STAR	FULLER/WISE/WEISMAN	1967	1996
IT WON'T BE LONG	WAYNE/WEISMAN	1967	1996
O EATS	BENNETT/TEPPER	1967	1996
LET'S STAND BEHIND GREAT BRITAIN	SILVER/CURTIS	1967	1996
NICKNAMES	KENT/HOFFMAN/KURTZ	1967	1996
OLD MACDONALD	STARR	1967	1996
THERE'S A RAY OF SUNSHINE (JUST A CLO	SILVER/KENNY/KENNY	1967	1996
THERE'S SO MUCH WORLD TO SEE	WAYNE/WEISMAN	1967	1996
VIOLINS WERE PLAYING	SILVER/KENNY/KENNY	1967	1996
WHILE WE'RE DANCING	BENJAMIN/MARCUS	1967	1996
WHO NEEDS MONEY?	STARR	1967	1996
A LITTLE LESS CONVERSATION	STRANGE/DAVIS	1968	1997
ALMOST IN LOVE	STARR/BONFA	1968	1997
BRIGHT NEW WORLD OF TOMORROW, THE	ROBERTSON/BLAIR	1968	1997
COME ABOARD	KARGER	1968	1997
DOMINIC	WAYNE/WEISMAN	1968	1997
FIVE SLEEPYHEADS	BENNETT/TEPPER	1968	1997
HE'S YOUR UNCLE NOT YOUR DAD	WAYNE/WEISMAN	1968	1997
HOW CAN YOU LOSE (WHAT YOU NEVER HAD	WAYNE/WEISMAN	1968	1997
IF I CAN DREAM	BROWN	1968	1997
LOOK OUT, BROADWAY!	STARR/WISE	1968	1997
MEMORIES	STRANGE/DAVIS	1968	1997
MINE	BENNETT/TEPPER	1968	1997
MR NOBODY	BENNETT/TEPPER	1968	1997
SPEEDWAY	GLAZER/SCHLAUS	1968	1997
STAY AWAY	BENNETT/TEPPER	1968	1997

Julian J. Aberbach and The Promenade Trust

Exhibit 3

Re: Carlin Music

Gladys Music and Elvis Presley Music Works by Copyright Year

		year	renewal
		date	
TITLE	WRITERS	registered	1st January
GLADYS MUSIC WORKS continued			
STAY AWAY, JOE	WAYNE/WEISMAN	1968	1997
SUPPOSE	GOEHRING/DEE	1968	1997
WE CALL ON HIM	KARGER/WAYNE/WEISMAN	1968	1997
WESTERN UNION	BENNETT/TEPPER	1968	1997
WHO ARE YOU? (WHO AM I?)	WAYNE/WEISMAN	1968	1997
YOUR GROOVY SELF	HAZLEWOOD	1968	1997
ARABIC FIELD	GOLDENBURG	1969	1998
CALLIOPE CARNIVAL	GOLDENBURG	1969	1998
CHANGE OF HABIT	WEISMAN/KAYE	1969	1998
CHARRO	STRANGE/DAVIS	1969	1998
CHAUTAUQUA MARCH	WEISMAN/KAYE	1969	1998
GUITAR ROAD	GOLDENBURG	1969	1998
HAVE A HAPPY	FULLER/WEISMAN/KAYE	1969	1998
I FOUND THAT LIGHT	BROWN	1969	1998
LET US PRAY	WEISMAN/KAYE	1969	1998
NOTHINGVILLE	STRANGE/DAVIS	1969	1998
PREACH FOR THE SKY	WOLFE	1969	1998
SIGNS OF THE ZODIAC	WEISMAN/KAYE	1969	1998
SOMETIMES I FEEL LIKE A MOTHERLESS CHILD	BROWN/FREEMAN	1969	1998
SOUL SUPPORT	WOLFE	1969	1998
UP ABOVE MY HEAD	BROWN	1969	1998
YES YES	BROWN	1969	1998
ALMOST	WEISMAN/KAYE	1970	1999
KING CREOLE (BACKGROUND SCORE)	SCHARF	1970	1999
NEXT STEP IS LOVE, THE	EVANS/PARNES	1970	1999
CINDY CINDY	FULLER/WEISMAN/KAYE	1971	2000
DID YOU DARLING	REEVES	1971	2000
HILLBILLY WALTZ	REEVES	1971	2000
I'LL ALWAYS LOVE YOU	REEVES	1971	2000
I'LL NEVER KNOW	KARGER/WAYNE/WEISMAN	1971	2000
I'LL TELL THE WORLD I LOVE YOU	REEVES	1971	2000
ILLUSIONS	MERL/PANCOAST/CAPANO	1971	2000
NEVER TAKE NO FOR AN ANSWER	REEVES/CUTRER	1971	2000
PLEASE LEAVE MY DARLING ALONE	REEVES	1971	2000
SPANISH VIOLINS	REEVES	1971	2000
WAGON LOAD OF LOVE	REEVES	1971	2000
YOU'RE THE SWEETEST THING	REEVES	1971	2000
FOOL	LAST/SIGMAN	1973	2002
I'LL TAKE YOU HOME AGAIN KATHLEEN	WESTENDORF/PRESLEY	1975	2004
IT'S STILL HERE	HUNTER	1975	2004
(Client advised that the copyright date for "It's Still Here" was 1973 and renewal date was therefore 2002)			
(However, Carlin applied correct rate of 75% as from 1st half 2002 - note this copyright is split 50/50 with EPM)			
ALL I NEEDED WAS THE RAIN	WAYNE/WEISMAN	1978	2007
(Client advised that the copyright date for "All I Needed Was The Rain" was 1968 and renewal date was therefore 1997)			
(However, Carlin applied correct rate of 75% already in 2nd half 1999 and subsequent periods)			
BRITCHES	WAYNE/EDWARDS	1978	2007

Julian J. Aberbach and The Promenade Trust

Exhibit 3

Re: Carlin Music

Gladys Music and Elvis Presley Music Works by Copyright Year

		year	renewal
		date	
TITLE	WRITERS	registered	1st January
ELVIS PRESLEY MUSIC WORKS			
HOW DO YOU THINK I FEEL	WALKER/PIERCE	1954	1983
DON'T BE CRUEL (TO A HEART THAT'S	PRESLEY/BLACKWELL	1956	1985
LOVE ME TENDER	PRESLEY/MATSON	1956	1985
LOVE ME TENDER (MOTION PICTURE	VARIOUS WRITERS	1956	1985
MY BABY LEFT ME	CRUDUP	1956	1985
PARALYZED	PRESLEY/BLACKWELL	1956	1985
POOR BOY	PRESLEY/MATSON	1956	1985
SO GLAD YOU'RE MINE	CRUDUP	1956	1985
TOO MUCH	ROSENBERG/WEINMAN	1956	1985
ANY PLACE IS PARADISE	THOMAS	1956	1985
GAZZA AND FRIENDS MEDLEY	VARIOUS WRITERS	1956	1985
LAWDY MISS CLAWDY	PRICE	1956	1985
READY TEDDY	BLACKWELL/MARASCALCO	1956	1985
WE'RE GONNA MOVE	PRESLEY/MATSON	1956	1985
BLUES FOR ME	LEIBER/STOLLER	1957	1986
DON'T	LEIBER/STOLLER	1957	1986
HOT DOG	LEIBER/STOLLER	1957	1986
I BEG OF YOU	OWENS/MCCOY	1957	1986
I WANT TO BE FREE	LEIBER/STOLLER	1957	1986
LET ME	PRESLEY/MATSON	1957	1986
LOVING YOU	LEIBER/STOLLER	1957	1986
ANTA CLAUS IS BACK IN TOWN	LEIBER/STOLLER	1957	1986
TREAT ME NICE	LEIBER/STOLLER	1957	1986
WILL YOU LOVE ME STILL	LEIBER/STOLLER	1957	1986
ALL SHOOK UP	PRESLEY/BLACKWELL	1957	1986
PART-TIME GAL	LAND/SHELDON	1957	1986
SWING THE MOOD	VARIOUS WRITERS	1957	1986
THE SPACE JUNGLE	PRESLEY/TINLEY/BLACKWELL	1957	1986
DONCHA' THINK IT'S TIME	OTIS/DIXON	1958	1987
KING CREOLE	LEIBER/STOLLER	1958	1987
STEADFAST, LOYAL AND TRUE	LEIBER/STOLLER	1958	1987
WEAR MY RING AROUND YOUR NECK	MOODY/CARROLL	1958	1987
A MESS OF BLUES	POMUS/SHUMAN	1958	1987
LUST	LIVINGSTON/BURRELL/DENVER/OTIS	1958	1987
A BIG HUNK O' LOVE	WYCHE/SCHROEDER	1959	1988
THE GIRL OF MY BEST FRIEND	ROSS/BOBRICK	1959	1988
DIRTY DIRTY FEELIN'	LEIBER/STOLLER	1960	1989
DOIN' THE BEST I CAN	POMUS/SHUMAN	1960	1989
GIRL NEXT DOOR (WENT A WALKIN')	WAYNE/RICE	1960	1989
JOSHUA FIT THE BATTLE	PRESLEY	1960	1989
MAKE ME KNOW IT	BLACKWELL	1960	1989
MILKY WHITE WAY	PRESLEY	1960	1989
SWING DOWN SWEET CHARIOT	PRESLEY	1960	1989
I'M COMIN' HOME	RICH	1960	1989
(MARIE'S THE NAME OF) HIS LATEST FL	POMUS/SHUMAN	1961	1990
GENTLY	WIZELL/LISBONA	1961	1990

Julian J. Aberbach and The Promenade Trust

Exhibit 3

Re: Carlin Music

Gladys Music and Elvis Presley Music Works by Copyright Year

TITLE	WRITERS	year	renewal
		registered	date
			1st January
ELVIS PRESLEY MUSIC WORKS continued			
KISS ME QUICK	POMUS/SHUMAN	1961	1990
LITTLE SISTER	POMUS/SHUMAN	1961	1990
BECAUSE OF LOVE	ROBERTS/BATCHELOR	1962	1991
BOSSA NOVA, BABY	LEIBER/STOLLER	1962	1991
CLIMB, THE	LEIBER/STOLLER	1962	1991
ECSTASY	SPECTOR/POMUS	1962	1991
GIRLS, GIRLS, GIRLS	LEIBER/STOLLER	1962	1991
GONNA GET BACK HOME SOMEHOW	POMUS/SHUMAN	1962	1991
GONNA GET SOME RECORDS	BATCHELOR/WESTLAKE	1962	1991
I DON'T WANNA BE TIED	BAUM/GIANT/KAYE	1962	1991
I FEEL THAT I'VE KNOWN YOU FOREVER	POMUS/JEFFREYS	1962	1991
JUST TELL HER JIM SAID HELLO	LEIBER/STOLLER	1962	1991
KING OF THE WHOLE WIDE WORLD	ROBERTS/BATCHELOR	1962	1991
NIGHT RIDER	POMUS/SHUMAN	1962	1991
RETURN TO SENDER	BLACKWELL/SCOTT	1962	1991
SHE'S NOT YOU	LEIBER/STOLLER/POMUS	1962	1991
SOUND ADVICE	BAUM/GIANT/KAYE	1962	1991
SUSPICION	POMUS/SHUMAN	1962	1991
THANKS TO THE ROLLING SEA	ROBERTS/BATCHELOR	1962	1991
THAT'S SOMEONE YOU NEVER FORGET	WEST/PRESLEY	1962	1991
WE'RE COMING IN LOADED	BLACKWELL/SCOTT	1962	1991
WHERE DO YOU COME FROM	ROBERTS/BATCHELOR	1962	1991
(SUCH AN) EASY QUESTION	BLACKWELL/SCOTT	1962	1991
(YOU'RE THE) DEVIL IN DISGUISE	BAUM/GIANT/KAYE	1963	1992
COTTON CANDY LAND	ROBERTS/BATCHELOR	1963	1992
ECHOES OF LOVE	MCMAINS/ROBERTS	1963	1992
EL TORO	BAUM/GIANT/KAYE	1963	1992
FINDERS KEEPERS, LOSERS WEEPERS	JONES/JONES	1963	1992
HOW WOULD YOU LIKE TO BE	BARKAN/RALEIGH	1963	1992
IT HURTS ME	BYERS/DANIELS	1963	1992
ONE BROKEN HEART FOR SALE	BLACKWELL/SCOTT	1963	1992
PLEASE DON'T DRAG THAT STRING AROUND	BLACKWELL/SCOTT	1963	1992
A WORLD OF OUR OWN	BAUM/GIANT/KAYE	1963	1992
YOU CAN'T SAY NO IN ACAPULCO	FULLER/MORRIS/FELLER	1963	1992
AIN'T THAT LOVING YOU BABY	HUNTER/OTIS	1964	1993
APPRECIATION	WAYNE/MOORE	1964	1993
CATCHIN' ON FAST	BAUM/GIANT/KAYE	1964	1993
CMON EVERYBODY	BYERS	1964	1993
HARD KNOCKS	BYERS	1964	1993
I NEED SOMEBODY TO LEAN ON	POMUS/SHUMAN	1964	1993
IF YOU THINK I DON'T NEED YOU	COOPER/WEST	1964	1993
KISSIN' COUSINS (NO 2)	BAUM/GIANT/KAYE	1964	1993
MY RIVAL	WAYNE/MOORE	1964	1993
NIGHT LIFE	BAUM/GIANT/KAYE	1964	1993
ONE BOY TWO LITTLE GIRLS	BAUM/GIANT/KAYE	1964	1993
ONE TRACK HEART	BAUM/GIANT/KAYE	1964	1993

Julian J. Aberbach and The Promenade Trust

Exhibit 3

Re: Carlin Music

Gladys Music and Elvis Presley Music Works by Copyright Year

		year	renewal
		registered	date
TITLE	WRITERS		1st January
ELVIS PRESLEY MUSIC WORKS continued			
POISON IVY LEAGUE	BAUM/GIANT/KAYE	1964	1993
ROUSTABOUT	BAUM/GIANT/KAYE	1964	1993
SILENT NIGHT	PRESLEY	1964	1993
SMOKEY MOUNTAIN BOY	ROSENBLATT/MILLROSE	1964	1993
STOP, LOOK, LISTEN	BYERS	1964	1993
TENDER FEELING	BAUM/GIANT/KAYE	1964	1993
THE MEANEST GIRL IN TOWN	BYERS	1964	1993
THERE'S A BRAND NEW DAY ON THE HORN	BYERS	1964	1993
THERE'S GOLD IN THE MOUNTAINS	BAUM/GIANT/KAYE	1964	1993
TODAY, TOMORROW AND FOREVER	BAUM/GIANT/KAYE	1964	1993
(IT'S A) LONG, LONELY HIGHWAY	POMUS/SHUMAN	1964	1993
O LITTLE TOWN OF BETHLEHEM	PRESLEY	1964	1993
ALOHA OE	PRESLEY/LILI'UOKALANI	1965	1994
ANIMAL INSTINCT	BAUM/GIANT/KAYE	1965	1994
DO NOT DISTURB	BAUM/GIANT/KAYE	1965	1994
GOLDEN COINS	BAUM/GIANT/KAYE	1965	1994
HAREM HOLIDAY	CRANE/ANDREOLI/PONCIA	1965	1994
HEY LITTLE GIRL	BYERS	1965	1994
I'VE GOT TO FIND MY BABY	BYERS	1965	1994
MONEY HONEY	STONE	1965	1994
SANTA LUCIA	PRESLEY	1965	1994
SHAKE THAT TAMBOURINE	BAUM/GIANT/KAYE	1965	1994
SO CLOSE, YET SO FAR	BYERS	1965	1994
SPRING FEVER	BAUM/GIANT/KAYE	1965	1994
STARTIN' TONIGHT	ROSENBLATT/MILLROSE	1965	1994
WISDOM OF THE AGES	BAUM/GIANT/KAYE	1965	1994
WOLF CALL	BAUM/GIANT/KAYE	1965	1994
GIRL HAPPY	POMUS/SHUMAN	1965	1994
GO EAST, YOUNG MAN	BAUM/GIANT/KAYE	1965	1994
MIRAGE	BAUM/GIANT/KAYE	1965	1994
YOU'LL BE GONE	PRESLEY/WEST/HODGE	1965	1994
BEACH SHACK	BAUM/GIANT/KAYE	1966	1995
DOWN BY THE RIVERSIDE	BAUM/GIANT/KAYE	1966	1995
EVERYBODY COME ABOARD	BAUM/GIANT/KAYE	1966	1995
HOUSE OF SAND	BAUM/GIANT/KAYE	1966	1995
NEVER SAY YES	POMUS/SHUMAN	1966	1995
PARADISE, HAWAIIAN STYLE	BAUM/GIANT/KAYE	1966	1995
PLEASE DON'T STOP LOVING ME	BYERS	1966	1995
QUEENIE WAHINE'S PAPAYA	BAUM/GIANT/KAYE	1966	1995
SCRATCH MY BACK (THEN I'LL	BAUM/GIANT/KAYE	1966	1995
SHOUT IT OUT	BAUM/GIANT/KAYE	1966	1995
STOP WHERE YOU ARE	BAUM/GIANT/KAYE	1966	1995
THIS IS MY HEAVEN	BAUM/GIANT/KAYE	1966	1995
WHAT EVERY WOMAN LIVES FOR	POMUS/SHUMAN	1966	1995
WHEN THE SAINTS GO MARCHING IN	BAUM/GIANT/KAYE	1966	1995
BABY IF YOU'LL GIVE ME ALL OF YOUR	BYERS	1967	1996

Julian J. Aberbach and The Promenade Trust

Exhibit 3

Re: Carlin Music

Gladys Music and Elvis Presley Music Works by Copyright Year

TITLE	WRITERS	year	renewal
		registered	date
			1st January
<b>ELVIS PRESLEY MUSIC WORKS continued</b>			
BY AND BY	PRESLEY	1967	1996
CITY BY NIGHT	BAUM/GIANT/KAYE	1967	1996
DOUBLE TROUBLE	POMUS/HUMAN	1967	1996
FARTHER ALONG	PRESLEY	1967	1996
HEY, HEY, HEY	BYERS	1967	1996
I'LL TAKE LOVE	FULLER/BARKAN	1967	1996
INDESCRIBABLY BLUE	GLENN	1967	1996
LONG LEGGED GIRL (WITH THE SHORT	MCFARLAND/SCOTT	1967	1996
RUN ON	PRESLEY	1967	1996
SING YOU CHILDREN	NELSON/BURCH	1967	1996
SINGING TREE	SOLBERG/OWENS	1967	1996
SO HIGH	PRESLEY	1967	1996
STAND BY ME	PRESLEY	1967	1996
THE LOVE MACHINE	NELSON/BURCH/TAYLOR	1967	1996
YOGA IS AS YOGA DOES	NELSON/BURCH	1967	1996
YOU GOTTA STOP	BAUM/GIANT/KAYE	1967	1996
GOING HOME	BYERS	1968	1997
LET YOURSELF GO	BYERS	1968	1997
LIVE IT UP	LEIBER/STOLLER	1968	1997
LOVE IS ALL I NEED	ROBERTS/BATCHELOR	1968	1997
THERE AINT NOTHING LIKE A SONG	BYERS/JOHNSTON	1968	1997
WEARIN' THAT LOVED ON LOOK	OWENS/FRAZIER	1968	1997
YOUR TIME HASNT COME YET BABY	KASHA/HIRSCHHORN	1968	1997
CLEAN UP YOUR OWN BACK YARD	STRANGE/DAVIS	1969	1998
DO THE VEGA	BAUM/GIANT/KAYE	1969	1998
EDGE OF REALITY	BAUM/GIANT/KAYE	1969	1998
ELECTRONIC KARATE	BINDER/HOWE	1969	1998
POWER OF MY LOVE	BAUM/GIANT/KAYE	1969	1998
RUBBERNECKIN'	WARREN/JONES	1969	1998
SHE'S A MACHINE	BYERS	1969	1998
THE FAIR'S MOVING ON	FLETT/FLETCHER	1969	1998
THE SCRATCH	BINDER/HOWE	1969	1998
INHERIT THE WIND	RABBITT	1969	1998
KENTUCKY RAIN	RABBITT/HEARD	1970	1999
LET'S FORGET ABOUT THE STARS	OWENS	1970	1999
PATCH IT UP	BOURKE/RABBITT	1970	1999
WE CAN MAKE THE MORNING	RAMSEY	1970	1999
WHERE DID THEY GO LORD	OWENS/FRAZIER	1970	1999
HOLLY LEAVES AND CHRISTMAS TREES	WEST/SPREEN	1971	2000
IF I WERE YOU	NELSON	1971	2000
I'LL BE HOME ON CHRISTMAS DAY	JARRETT	1971	2000
I'M LEAVING	JARRETT/CHARLES	1971	2000
IT'S YOUR BABY YOU ROCK IT	MILETE/POWLER	1971	2000
LIFE	MILETE	1971	2000
STRANGER IN THE CROWD	SCOTT	1971	2000
TAKE YOUR HANDS OFF HER	PRESLEY	1971	2000

ian J. Aberbach and The Promenade Trust

Exhibit 3

Re: Carlin Music

Gladys Music and Elvis Presley Music Works by Copyright Year

		year	renewal	
		registered	date	
TITLE	WRITERS		1st January	
ELVIS PRESLEY MUSIC WORKS continued				
THE FIRST NOEL	PRESLEY	1971	2000	
THE SOUND OF YOUR CRY	BAUM/GIANT/KAYE	1971	2000	
WHEN I'M OVER YOU	MILETE	1971	2000	
O COME ALL YE FAITHFUL	PRESLEY	1971	2000	
AMAZING GRACE	PRESLEY	1972	2001	
I WAS BORN ABOUT TEN THOUSAND YEARS	PRESLEY	1972	2001	
IT WON'T SEEM LIKE CHRISTMAS (WITHO	BALTHROP	1972	2001	
SEEING IS BELIEVING	SPREEN/WEST	1972	2001	
WHO ME?	CAMERON/WEGBREIT/WILSON	1974	2003	
ILL TAKE YOU HOME AGAIN KATHLEEN	WESTENDORF/PRESLEY	1975	2004	
IT'S STILL HERE	HUNTER	1975	2004	
(Client advised that the copyright date for "It's Still Here" was 1973 and renewal date was therefore 2002)				
(However, Carlin applied correct rate of 75% as from 1st half 2002 - note this copyright is split 50/50 with Gladys Music)				
THIS ENTIRE LIST WAS PROVIDED BY CARLIN				



# Exhibit 4

MEMORANDUM #3

July 16, 1973

Mr. Elvis Presley  
Memphis, Tennessee

Dear Elvis:

As you well know, Elvis, after many months of negotiations and planning, we were able to put together the two new music firms for you under the names of ELVIS MUSIC, INC. and WHITE HAVEN MUSIC, INC.

After many years of experience and learning in regard to the operation of music firms, Jean and Julian Aberbach, Freddy Bienstock, and many other people associated with them, managed to have a very healthy music business in Gladys and Presley Music. However, there is no way to estimate the revenue that did NOT go into these firms due to a lack of judgement on the part of many in securing songs for your firms. Many songs were secured, and a healthy profit derived from them WHEN THEY WERE FULLY PROTECTED.

I wish to point out to you again the important decisions that you will have to make, now that you and your Father are the principal stockholders in these two new firms. All decisions in regard to securing song copyrights and protecting and signing them legally and properly, should be made without taking into consideration personal friendships and obligations that you may feel toward people in the music business, friends, associates and others. The only consideration that should be given in selecting the proper songs are those which you can give the best performance.

Any songs, regardless from where they may come, must always be put into a music firm before they can be properly recorded, distributed and promoted. I can see no reason why any of your friends or close associates (especially those that are always heralding their loyalty and devotion to you) should bring any songs for your consideration if they cannot be put into your firms, either ELVIS MUSIC or WHITE HAVEN MUSIC -- especially if they are not the writers of the songs, but only the promoters.

MEMORANDUM #3 (Continued,

Page 2

You have been more than fair and generous with everyone connected with your organization -- in some ways even too much so. This can, of course, be adjusted by the recipients by being more interested in proving their loyalty by supplying musical compositions that they secure into your firms. As you well know, in many instances some people are only interested in placing one of their songs on the back of one of the good songs so they get a free ride, whether the song is worth it or not, and the same royalties.

It reminds me of the old promoter in Florida who made the statement: "I am as clean as a hound's tooth, but how much am I getting out of it?"

You have selected and approved the management of your two firms to be handled by a very able and knowledgeable personality in Freddy Bienstock, assisted by Mr. Diskin, with my knowledge, ability and help available to them at any time. All your friends can take advantage of this, as we will treat them all the same when you refer them to your General Manager, Mr. Freddy Bienstock, with their music, for the proper documentation of their songs into your firms -- all neat, legal and honest.

I would like it to be known that you have two of the cleanest firms doing business on top of the table at all times -- which I know you want.

When anyone approaches you, you have a very easy and proper way out -- "See Mr. Bienstock. He handles my music firms. I do the singing and selecting. You make your music deal with him for the songs. I do not wish to discuss music business; only listen to the songs to see if they are what I want to do."

Let's start 100% on a good, sound business basis, and we will not have all these problems six months from now, with everybody fighting for their part, and YOU GET NOTHING.

MEMORANDUM #3 (Continued)

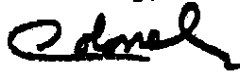
Page 3

As you know, yourself, Lisa Marie, and Vernon your Father, are the most important factors in the idea of setting up these two new firms. I personally will not be interested in any way, if we become involved in a free-for-all.

Anyone wanting to do business with you can do so, but let them do it in the right and proper way.

Enough said.

Sincerely,



THE COLONEL

CTP/lm

P.S. As you know, all newly recorded material will go into the new RCA catalog contract, of which you are the beneficiary. This company has been, for the past sixteen years, honorable, loyal, and respectful of your decisions in many ways, bending over backwards to accommodate you when it came to recording sessions and fulfilling your desires to do it mostly your way. I know that you never want to abuse this confidence and privilege.

cc: George Parkhill, Vernon Presley, Freddy Bienstock, Tom Diskin

# Exhibit 5

Elvis Music, Inc.  
White Haven Music, Inc.  
Song Lists

Elvis Music, Inc.

All Shook Up  
America The Beautiful  
Fairs Moving ON  
Growing Up In A Country Way  
I Miss You  
If You Talk In Your Sleep  
Its Midnight  
Love Song Of The Year  
Mr. Songman  
Pieces of My Life  
Raised On Rock  
Somewhere Along The Line  
Spanish Eyes  
T-R-O-U-B-L-E  
There's A Honky Tonk Angel  
Thinking About You  
Way Out There

White Haven Music, Inc.

Also Sprach Zarathustra  
Elvis Complete  
Elvis Riff  
Girl Of Mine  
Good, Bad, But Beautiful  
I've Got A Thing About You Baby  
Sweet Angeline  
The Last Farewell  
Three Corn Patches  
Turn It Around In Your Mind  
Your Love's Been A Long Time Coming

# Exhibit 6

WORLD

AGREEMENT made as of the 1st day of June, 1973.

by and between:

(a) WHITE HAVEN MUSIC, INC.

of 1619 Broadway, New York, N.Y. 10019

and herein jointly and individually referred to as the "First Party", and

(b) CARLIN MUSIC CORP., of 17 Savile Row, London W.1, England

of and herein referred to as the "Second Party",

WITNESSETH:

IN CONSIDERATION of the sum of One Dollar and other good and valuable considerations, each party hereto to the other in hand paid, receipt of which is hereby acknowledged, it is hereby agreed as follows:

WHEREAS, the Second Party desires to acquire from the First Party the rights hereinafter provided in respect of the following described musical compositions (herein called the "Compositions"), and for the respective terms hereinafter set forth, and for the territory of the world, outside of the United States and Canada - -

(herein called the "Licensed Territory"):

(a) All of the musical compositions presently owned, controlled and/or copyrighted by the First Party, or any of them;

(b) All of the musical compositions hereafter acquired, owned, controlled and/or copyrighted by the First Party, or any of them, during the period of five (5) years commencing upon the date of this agreement; and

(c) Included among the Compositions covered by this agreement shall be the musical compositions which may be acquired, owned, controlled and/or copyrighted by any other music companies, firms and corporations in which the First Party, or any of them, shall acquire an interest directly or indirectly during the period of five (5) years from the date of this agreement.

NOW THEREFORE, in consideration of the sum of One Dollar and other good and valuable considerations, each to the other in hand paid, receipt of which is hereby acknowledged, it is hereby agreed as follows:

1. The First Party hereby assigns, transfers and conveys to the Second Party, for the Licensed Territory only, and for the full terms of the copyrights and all renewals and extensions thereof in the Licensed Territory, the copyrights and all renewals and extensions thereof for all countries of the Licensed Territory, together with all rights now and hereafter existing under the copyrights so assigned to the Second Party, and all claims and demands relating thereto, including but not limited to the titles, words and music thereof, the right to print, publish and vend the Compositions and all performing rights, synchronization rights and mechanical rights of the Compositions in the Licensed Territory, except only as limited in this agreement.

2. The foregoing assignment is made subject to the following terms and conditions:

(a) The First Party reserves all rights in and to all copyrights of the Compositions and all rights of any and every nature thereunder existing, for all countries of the world outside of the Licensed Territory.

(b) The First Party reserves the exclusive right to license worldwide uses of the titles of the Compositions as titles for motion pictures.

(c) The grant of performing rights is subject to the rights of ASCAP. The Second Party shall cause the performing and broadcasting rights of the Compositions to be registered with the performing rights societies in the Licensed Territory so as to provide that the entire publisher's share of performing fees and broadcasting fees shall be credited and paid to the Second Party. The Second Party shall account to the First Party with respect thereto in accordance with Paragraph "3 (b) (iii)".

(d) The Second Party shall have the right to issue non-exclusive worldwide licenses for the synchronization of the Compositions with sound motion pictures, if such sound motion pictures are produced and originate in the Licensed Territory. The First Party reserves unto itself the exclusive right to grant licenses for the entire world for the synchronization of the Compositions with sound motion pictures, if such sound motion pictures are produced and originate outside of the Licensed Territory, and the Second Party shall not be entitled to share in any worldwide fees received by the First Party in respect of such worldwide licenses.

3. The Second Party agrees to pay to White Haven Music, Inc. on behalf of the First Party the following royalties in respect of the Compositions:

(a) An amount equal to ten (10%) percent of the marked retail selling price of each and every copy of whatsoever kind and nature of the Compositions, sold and paid for under the authority of this agreement.

(b). An amount equal to fifty (50%) percent of all moneys received by the Second Party for (i) the mechanical licenses issued by it in respect of the Compositions, (ii) synchronization licenses issued by it in respect of sound motion pictures produced and originated in the Licensed Territory, and (iii) performing fees and broadcasting fees received by it in respect of public performances for profit of the Compositions in the Licensed Territory.

4. The Second Party may reprint the Compositions in any folio, and in such event, the Second Party shall pay to the First Party a royalty of that proportion of ten (10%) percent of the net wholesale selling price of each copy of such folios sold and paid for as the Compositions shall bear to all of the musical compositions contained in such folios.

5. The Second Party shall have the right to arrange and adapt the Compositions, and to translate the lyrics of the Compositions into languages of the Licensed Territory, or have new titles and lyrics written therefor; and said arrangements, adaptations, translations and new titles and lyrics shall be the property of the Second Party, subject to the terms and provisions of this agreement.

6. The Second Party shall keep true and correct books of account, which shall at all times be open to inspection during regular business hours by the First Party. The Second Party shall prepare and forward to the First Party a detailed and itemized statement semi-annually in each year, in or about 45 days after the end of each calendar half-year, for said calendar half-year, and each statement shall be accompanied by a remittance in the currencies of the Licensed Territory for all amounts to be due thereunder less taxes, if any. Said accounting and payment, in the absence of written objection thereto by the First Party within ninety (90) days from receipt thereof, shall constitute an account stated as to all royalties due for the period encompassed by such statement and/or payment.

7. The Second Party agrees that on each copy of the Compositions published by the Second Party, there shall be printed the notice of copyright prescribed by the First Party, together with a notation of the assignment of the copyrights for the Licensed Territory.

8. The Second Party agrees to deliver to the First Party, without any charge, a copy of all editions of the Compositions printed by it pursuant to the authority of this agreement.

9. The Second Party may assign any of its rights hereunder to any other publishers for any countries of the Licensed Territory, provided that the Second Party shall remain primarily liable for the payment of royalties hereunder.

10. With respect to the Licensed Territory, the First Party warrants that the Compositions are and shall be new and original, that they do not and shall not infringe any other copyrighted work, and that the First Party has the full right and power to enter into this agreement and grant the rights herein granted by it. The First Party shall hold the Second Party, its successors, assigns, licensees and nominees free and harmless from any and all claim, costs and damages arising from any breach of the aforementioned warranties.

11. The First Party hereby appoints the Second Party and its assigns, its agent and attorney-in-fact, to institute in the name of the First Party, as copyright owner of the Compositions, any suit, action or proceeding in the Licensed Territory, which the Second Party or its assigns shall in its sole discretion deem necessary for the protection of rights herein assigned to it, and the Second Party hereby assigns and agrees to indemnify and hold harmless the First Party of and from any and all obligation to pay any costs, expenses or disbursements with respect to any such suit, action or proceeding. This paragraph shall in no way relieve the First Party from any responsibility to the Second Party with respect to any breaches by the first Party of any of the terms of this agreement.

12. ALL ROYALTIES PAYABLE UNDER THIS AGREEMENT SHALL BE BASED UPON INCOME RECEIVED AT THE SOURCES.

13. This agreement shall be binding upon and shall inure to the benefits of the parties hereto and their respective successors and assigns.

14. This agreement shall be construed in accordance with the laws in the State of New York.

IN WITNESS WHEREOF, the parties have caused this agreement to be signed by their duly authorized officers the day and year first above set forth.

WHITE HAVEN MUSIC, INC.

By  CARLIN MUSIC CORP.

By 

# Exhibit 7

WORLD

AGREEMENT made as of the 1st day of June 1973

by and between:

(a) ELVIS MUSIC, INC.

of 1619 Broadway, New York, N.Y. 10019

and herein jointly and individually referred to as the "First Party", and

(b) CARLIN MUSIC CORP. of 17 Savile Row, London W.1, England  
of and herein referred to as the "Second Party",

## WITNESSETH:

IN CONSIDERATION of the sum of One Dollar and other good and valuable considerations, each party hereto to the other in hand paid, receipt of which is hereby acknowledged, it is hereby agreed as follows:

WHEREAS, the Second Party desires to acquire from the First Party the rights hereinafter provided in respect of the following described musical compositions (herein called the "Compositions"), and for the respective terms hereinafter set forth, and for the territory of the world, outside of the United States and Canada - -

(herein called the "Licensed Territory"):

(a) All of the musical compositions presently owned, controlled and/or copyrighted by the First Party, or any of them;

(b) All of the musical compositions hereafter acquired, owned, controlled and/or copyrighted by the First Party, or any of them, during the period of five (5) years commencing upon the date of this agreement; and

(c) Included among the Compositions covered by this agreement shall be the musical compositions which may be acquired, owned, controlled and/or copyrighted by any other music companies, firms and corporations in which the First Party, or any of them, shall acquire an interest directly or indirectly during the period of five (5) years from the date of this agreement.

NOW THEREFORE, in consideration of the sum of One Dollar and other good and valuable considerations, each to the other in hand paid, receipt of which is hereby acknowledged, it is hereby agreed as follows:

1. The First Party hereby assigns, transfers and conveys to the Second Party, for the Licensed Territory only, and for the full terms of the copyrights and all renewals and extensions thereof in the Licensed Territory, the copyrights and all renewals and extensions thereof for all countries of the Licensed Territory, together with all rights now and hereafter existing under the copyrights so assigned to the Second Party, and all claims and demands relating thereto, including but not limited to the titles, words and music thereof, the right to print, publish and vend the Compositions and all performing rights, synchronization rights and mechanical rights of the Compositions in the Licensed Territory, except only as limited in this agreement.

2. The foregoing assignment is made subject to the following terms and conditions:

(a) The First Party reserves all rights in and to all copyrights of the Compositions and all rights of any and every nature thereunder existing, for all countries of the world outside of the Licensed Territory.

(b) The First Party reserves the exclusive right to license worldwide uses of the titles of the Compositions as titles for motion pictures.

(c) The grant of performing rights is subject to the rights of BMI  
The Second Party shall cause the performing and broadcasting rights of the Compositions to be registered with the performing rights societies in the Licensed Territory so as to provide that the entire publisher's share of performing fees and broadcasting fees shall be credited and paid to the Second Party. The Second Party shall account to the First Party with respect thereto in accordance with Paragraph "3 (b) (iii)".

(d) The Second Party shall have the right to issue non-exclusive worldwide licenses for the synchronization of the Compositions with sound motion pictures, if such sound motion pictures are produced and originate in the Licensed Territory. The First Party reserves unto itself the exclusive right to grant licenses for the entire world for the synchronization of the Compositions with sound motion pictures, if such sound motion pictures are produced and originate outside of the Licensed Territory, and the Second Party shall not be entitled to share in any worldwide fees received by the First Party in respect of such worldwide licenses.

3. The Second Party agrees to pay to Elvis Music, Inc. on behalf of the First Party the following royalties in respect of the Compositions:

(a) An amount equal to ten (10%) percent of the marked retail selling price of each and every copy of whatsoever kind and nature of the Compositions, sold and paid for under the authority of this agreement.

(b) An amount equal to fifty (50%) percent of all moneys received by the Second Party for (i) the mechanical licenses issued by it in respect of the Compositions; (ii) synchronization licenses issued by it in respect of sound motion pictures produced and originated in the Licensed Territory; and (iii) performing fees and broadcasting fees received by it in respect of public performances for profit of the Compositions in the Licensed Territory.

6. The Second Party may reprint the Compositions in any folio, and in such event, the Second Party shall pay to the First Party a royalty of that proportion of ten (10%) percent of the net wholesale selling price of each copy of such folios sold and paid for as the Compositions shall bear to all of the musical compositions contained in such folios.

5. The Second Party shall have the right to arrange and adapt the Compositions, and to translate the lyrics of the Compositions into languages of the Licensed Territory, or have new titles and lyrics written therefor, and said arrangements, adaptations, translations and new titles and lyrics shall be the property of the Second Party, subject to the terms and provisions of this agreement.

6. The Second Party shall keep true and correct books of account which shall at all times be open to inspection during regular business hours by the First Party. The Second Party shall prepare and forward to the First Party a detailed and itemized statement semi-annually in each year, in or about 45 days after the end of each calendar half-year, for said calendar half-year, and each statement shall be accompanied by a remittance in the currencies of the Licensed Territory for all amounts to be due thereunder less taxes, if any. Said accounting and payment, in the absence of written objection thereto by the First Party within ninety (90) days from receipt thereof, shall constitute an account stated as to all royalties due for the period encompassed by such statement and/or payment.

7. The Second Party agrees that on each copy of the Compositions published by the Second Party, there shall be printed the notice of copyright prescribed by the First Party, together with a notation of the assignment of the copyrights for the Licensed Territory.

8. The Second Party agrees to deliver to the First Party, without any charge, a copy of all editions of the Compositions printed by it pursuant to the authority of this agreement.

9. The Second Party may assign any of its rights hereunder to any other publishers for any countries of the Licensed Territory, provided that the Second Party shall remain primarily liable for the payment of royalties hereunder.

10. With respect to the Licensed Territory, the First Party warrants that the Compositions are and shall be new and original, that they do not and shall not infringe any other copyrighted work, and that the First Party has the full right and power to enter into this agreement and grant the rights herein granted by it. The First Party shall hold the Second Party, its successors, assigns, licensees and nominees free and harmless from any and all claim, costs and damages arising from any breach of the aforementioned warranties.

11. The First Party hereby appoints the Second Party and its assigns its agent and attorney-in-fact, to institute in the name of the First Party, as copyright owner of the Compositions, any suit, action or proceeding in the Licensed Territory, which the Second Party or its assigns shall in its sole discretion deem necessary for the protection of rights herein assigned to it, and the Second Party hereby assigns and agrees to indemnify and hold harmless the First Party of and from any and all obligation to pay any costs, expenses or disbursements with respect to any such suit, action or proceeding. This paragraph shall in no way relieve the First Party from any responsibility to the Second Party with respect to any breaches by the first Party of any of the terms of this agreement.

12. ALL ROYALTIES PAYABLE UNDER THIS AGREEMENT SHALL BE BASED UPON INCOME RECEIVED AT THE SOURCES.

13. This agreement shall be binding upon and shall inure to the benefits of the parties hereto and their respective successors and assigns.

14. This agreement shall be construed in accordance with the laws in the State of New York.

IN WITNESS WHEREOF, the parties have caused this agreement to be signed by their duly authorized officers the day and year first above set forth:

ELVIS MUSIC, INC.

By *Carl L. ...*  
CARLIN MUSIC CORP.

By *Frank P. ...*

# Exhibit 8

July 1, 1973

The Hudson Bay Music Company  
1619 Broadway  
New York, New York 10019

Gentlemen:

It is hereby agreed between us as follows:

1. At the request of the undersigned, ELVIS MUSIC, INC., you have arranged for the incorporation of said ELVIS MUSIC, INC. as a New York music publishing corporation, (herein referred to as the "Corporation").
2. All of the costs and expenses in connection with the incorporation and organization of the Corporation, and all of the costs and expenses in connection with the operation of the business of the Corporation, shall be assumed and paid by the Corporation, except as provided in paragraph "3" of this agreement.
3. During the period of five (5) years from the date of this agreement, the business and affairs of the Corporation shall be operated by THE HUDSON BAY MUSIC COMPANY, which shall furnish to the Corporation during said five (5) year period, without charge except as hereinafter provided, all necessary office and stock-room facilities and personnel at its offices in New York, New York, take care of the registration and licensing of the musical compositions and other musical works of the Corporation, and take care of the licensing of the printing of the musical compositions and other musical works of the Corporation.

In the cases of all of the musical compositions and other musical works of the Corporation which, during the period of five (5) years from the date of this agreement, are acquired, owned, controlled and/or copyrighted by the Corporation, and in the cases of all of the musical compositions and other musical works in which the Corporation shall acquire any beneficial rights and/or interests and/or copyrights, during the period of five (5) years from the date of this agreement (and all of the aforementioned musical compositions and other musical works and all of the aforementioned beneficial rights and/or interests and/or copyrights are hereinafter referred to as the "Musical Compositions and Works and Interests"), THE HUDSON BAY MUSIC COMPANY shall be entitled to receive from the Corporation on a calendar quarter basis, amounts equal to Ten (10%) percent of the gross income of the Corporation from all sources throughout the world, and all such amounts shall be paid by or for the Corporation to THE HUDSON BAY MUSIC COMPANY during the respective full terms of all worldwide copyrights and beneficial interests in and to all of the aforementioned "Musical Compositions and Works and Interests" and during the full terms of all renewals and extensions of any of said worldwide "Musical Compositions and Works and Interests".

In order to effectuate the aforementioned payments to THE HUDSON BAY MUSIC COMPANY, the undersigned, ELVIS MUSIC, INC. hereby agrees as follows:

(a) The performing rights and broadcasting rights of any and all of said "Musical Compositions and Works and Interests" acquired by the Corporation during the period of five (5) years from the date of this agreement, for the United States and Canada, shall be registered with BROADCAST MUSIC, INC. (BMI), and said BMI is hereby irrevocably authorized and instructed, during the aforementioned term of the rights of THE HUDSON BAY MUSIC COMPANY, to divide and pay all fees and credits payable by BMI in respect of all of said "Musical Compositions and Works and Interests" including fees and credits received by BMI from foreign performing rights societies, during the full terms of the copyrights and rights of all of said "Musical Compositions and Works and Interests" and during the full terms of all renewals and extensions of any of said "Musical Compositions and Works and Interests", on the basis of Ninety (90%) percent thereof directly to and in the name of ELVIS MUSIC, INC., and the other Ten (10%) percent thereof directly to and in the name of THE HUDSON BAY MUSIC COMPANY, or their respective successors, assigns or nominees.

(b) The mechanical rights and synchronization rights of any and all of said "Musical Compositions and Works and Interests" acquired by the Corporation during

Elvis Music, Inc. - The Hudson Bay Music Company

-2-

the period of five (5) years from the date of this agreement, for the United States and Canada, shall be licensed for the Corporation by THE HARRY FOX AGENCY, INC. or its successors, and said THE HARRY FOX AGENCY, INC. is hereby irrevocably authorized and instructed, during the aforementioned term of the rights of THE HUDSON BAY MUSIC COMPANY, to divide and pay all net mechanical and synchronization royalties and fees, which shall be payable by it, after the deduction of the commissions of THE HARRY FOX AGENCY, INC., during the full terms of the copyrights and rights of all of the said "Musical Compositions and Works and Interests" and during the full terms of all renewals and extensions of any of said "Musical Compositions and Works and Interests", on the basis of Ninety (90%) percent thereof directly to and in the name of ELVIS MUSIC, INC. out of which it shall assume and pay all royalties thereon payable to writers and composers, and the other Ten (10%) percent thereof directly to and in the name of THE HUDSON BAY MUSIC COMPANY, or their respective successors, assigns or nominees.

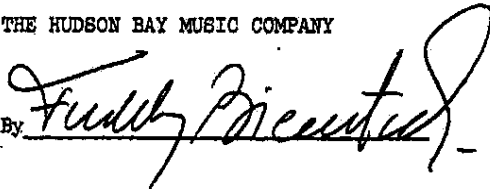
Very truly yours,

ELVIS MUSIC, INC.

By 

AGREED TO:

THE HUDSON BAY MUSIC COMPANY

By 

# Exhibit 9

July 1, 1973

Yellow Dog Music, Inc.  
1619 Broadway  
New York, New York 10019

Gentlemen:

It is hereby agreed between us as follows:

1. At the request of the undersigned, WHITE HAVEN MUSIC, INC., you have arranged for the incorporation of said WHITE HAVEN MUSIC, INC. as a New York music publishing corporation (herein referred to as the "Corporation").
2. All of the costs and expenses in connection with the incorporation and organization of the Corporation, and all of the costs and expenses in connection with the operation of the business of the Corporation, shall be assumed and paid by the Corporation, except as provided in paragraph "3" of this agreement.
3. During the period of five (5) years from the date of this agreement, the business and affairs of the Corporation shall be operated by YELLOW DOG MUSIC, INC., which shall furnish to the Corporation during said five (5) year period, without charge except as hereinafter provided, all necessary office and stockroom facilities and personnel at its offices in New York, New York, take care of the registration and licensing of the musical compositions and other musical works of the Corporation, and take care of the licensing of the printing of the musical compositions and other musical works of the Corporation.

In the cases of all of the musical compositions and other musical works of the Corporation which, during the period of five (5) years from the date of this agreement, are acquired, owned, controlled and/or copyrighted by the Corporation, and in the cases of all of the musical compositions and other musical works in which the Corporation shall acquire any beneficial rights and/or interests and/or copyrights, during the period of five (5) years from the date of this agreement (and all of the aforementioned musical compositions and other musical works and all of the aforementioned beneficial rights and/or interests and/or copyrights are hereinafter referred to as the "Musical Compositions and Works and Interests"), YELLOW DOG MUSIC, INC. shall be entitled to receive from the Corporation on a calendar quarter basis, amounts equal to Ten (10%) percent of the gross income of the Corporation from all sources throughout the world, and all such amounts shall be paid by or for the Corporation to YELLOW DOG MUSIC, INC. during the respective full terms of all worldwide copyrights and beneficial interests in and to all of the aforementioned "Musical Compositions and Works and Interests" and during the full terms of all renewals and extensions of any of said worldwide "Musical Compositions and Works and Interests".

In order to effectuate the aforementioned payments to YELLOW DOG MUSIC, INC., the undersigned, WHITE HAVEN MUSIC, INC. hereby agrees as follows:

(a) The performing rights and broadcasting rights of any and all said "Musical Compositions and Works and Interests" acquired by the Corporation during the period of five (5) years from the date of this agreement, for the United States and Canada, shall be registered with AMERICAN SOCIETY OF COMPOSERS, AUTHORS AND PUBLISHERS (ASCAP), and said ASCAP is hereby irrevocably authorized and instructed, during the aforementioned term of the rights of YELLOW DOG MUSIC, INC., to divide and pay all fees and credits payable by ASCAP in respect of all of said "Musical Compositions and Works and Interests" including fees and credits received by ASCAP from foreign performing rights societies, during the full terms of the copyrights and rights of all of said "Musical Compositions and Works and Interests" and during the full terms of all renewals and extensions of any of said "Musical Compositions and Works and Interests", on the basis of Ninety (90%) percent thereof directly to and in the name of WHITE HAVEN MUSIC, INC., and the other Ten (10%) percent thereof directly to and in the name of YELLOW DOG MUSIC, INC. or their respective successors, assigns or nominees.

(b) The mechanical rights and synchronization rights of any and all of said "Musical Compositions and Works and Interests" acquired by the Corporation during

White Haven Music, Inc. - Yellow Dog Music, Inc.

-2-

the period of five (5) years from the date of this agreement, for the United States and Canada, shall be licensed for the Corporation by THE HARRY FOX AGENCY, INC. or its successors, and said THE HARRY FOX AGENCY, INC. is hereby irrevocably authorized and instructed, during the aforementioned term of the rights of YELLOW DOG MUSIC, INC., to divide and pay all net mechanical and synchronization royalties and fees, which shall be payable by it, after the deduction of the commissions of THE HARRY FOX AGENCY, INC., during the full terms of the copyrights and rights of all of the said "Musical Compositions and Works and Interests" and during the full terms of all renewals and extensions of any of said "Musical Compositions and Works and Interests", on the basis of Ninety (90%) percent thereof directly to and in the name of WHITE HAVEN MUSIC, INC. out of which it shall assume and pay all royalties thereon payable to writers and composers, and the other Ten (10%) percent thereof directly to and in the name of YELLOW DOG MUSIC, INC. or their respective successors, assigns or nominees.

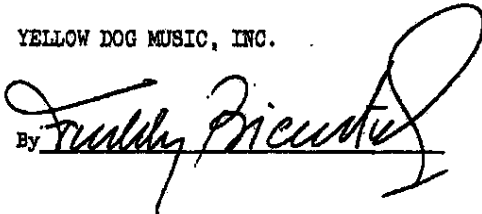
Very truly yours,

WHITE HAVEN MUSIC, INC.

By 

AGREED TO:

YELLOW DOG MUSIC, INC.

By 

# Exhibit 10

**Adina Schechter**

---

**From:** Phillip Gunnels [PGUNNELS@carlinamerica.com]  
**Sent:** Monday, October 17, 2005 3:27 PM  
**To:** Schechter, Adina  
**Cc:** Blenstock, Caroline; Sukin, Michael  
**Subject:** Re: FW: White Haven/Elvis

Dear Adina,

I remain somewhat confused. Carlin doesn't actually render any statements to White Haven or Elvis. We receive income from myriad sources payable to Elvis or White Haven which we deposit directly to their respective accounts. We process this income and render statements to the writers. If I give you statements prepared for the writers you can see the sources by song and territory as well as the percentages paid to writers. In addition to this I could give you copies of the income statements for each company and you will see the actual total amounts received, royalty expense, and percentage retained by Carlin as admin fee - but no song detail or precise territory detail.

Please let me know if this will suffice.

Thanks and best regards,

Phillip Gunnels  
CFO, Carlin America, Inc.

>>> "Adina Schechter" <aschechter@sukinlaw.com> 10/17/05 2:48 PM >>>  
Dear Phillip,

Michael has asked that I respond to your e-mail below.

With regard to the request in item #9, we are looking for copies of statements rendered from Carlin to each of White Haven Music and Elvis Music.

We are assuming that these statements will show details of income received from domestic and Canadian sources, including gross income for each composition (broken down by the different uses and types of income), fees taken, and amounts paid to writers and third party publishers.

Should you require any further information, please do not hesitate to contact me.

Thank you.

Yours sincerely,

Adina

50007-018



**Sukin  
Law  
Group**

10/17/2005

# Exhibit 11

**RELEVANT COMPOSITIONS AUTHORED  
BY ELVIS PRESLEY IN 1957 OR EARLIER**

DON'T BE CRUEL (TO A HEART THAT'S  
LOVE ME TENDER  
PARALYZED  
POOR BOY  
WE'RE GONNA MOVE  
LET ME  
ALL SHOOK UP  
THE SPACE JUNGLE

UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF NEW YORK

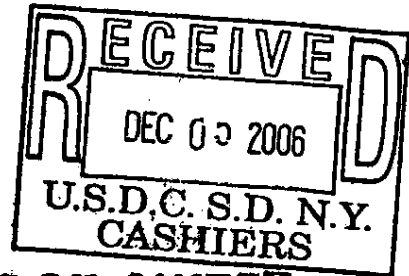
ELVIS PRESLEY ENTERPRISES, LLC,  
ELVIS MUSIC INC. and WHITE HAVEN  
MUSIC, INC.

Plaintiffs,

-against-

CARLIN MUSIC CORPORATION,

Defendant.



JUDGE SWEET  
06 CV 13740

Civil Action No.

RULE 7.1 STATEMENT

Pursuant to Federal Rule of Civil Procedure 7.1 [formerly Local General Rule 1.9] and to enable District Judges and Magistrate Judges of the Court to evaluate possible disqualification or recusal, the undersigned counsel for plaintiff Elvis Music, Inc. (a private non-governmental party) certifies that the following are corporate parents, affiliates and/or subsidiaries of said party, which are publicly held: CKX, INC.. CKX, Inc. is publicly traded on the NASDAQ Stock Exchange under the symbol "CKXE."

Respectfully Submitted,

TROUTMAN SANDERS LLP

By:

David J. Sheehan (DS 4818)

Oren J. Warshavsky (OW 9469)

The Chrysler Building

405 Lexington Avenue

New York, New York 10174

Telephone: (212) 704.6213

Facsimile: (212) 704-8356

e-mail: Oren.Warshavsky@troutmansanders.com

Dated: December 4, 2006  
New York, New York

Attorneys for Plaintiffs

UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF NEW YORK

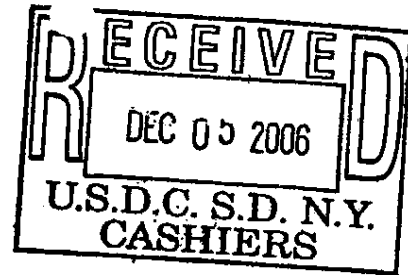
ELVIS PRESLEY ENTERPRISES, LLC,  
ELVIS MUSIC INC. and WHITE HAVEN  
MUSIC, INC.

Plaintiffs,

-against-

CARLIN MUSIC CORPORATION,

Defendant.



JUDGE SWEET

06 CV 13740  
Civil Action No.

RULE 7.1 STATEMENT

Pursuant to Federal Rule of Civil Procedure 7.1 [formerly Local General Rule 1.9] and to enable District Judges and Magistrate Judges of the Court to evaluate possible disqualification or recusal, the undersigned counsel for plaintiff Elvis Presley Enterprises, LLC (a private non-governmental party) certifies that the following are corporate parents, affiliates and/or subsidiaries of said party, which are publicly held: CKX, INC.. CKX, Inc. is publicly traded on the NASDAQ Stock Exchange under the symbol "CKXE."

Respectfully Submitted,

TROUTMAN SANDERS LLP

By:

David J. Sheehan (DS 4818)

Oren J. Warshavsky (OW 9469)

The Chrysler Building

405 Lexington Avenue

New York, New York 10174

Telephone: (212) 704.6213

Facsimile: (212) 704-8356

e-mail: Oren.Warshavsky@troutmansanders.com

Dated: December 4, 2006  
New York, New York

Attorneys for Plaintiffs

UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF NEW YORK

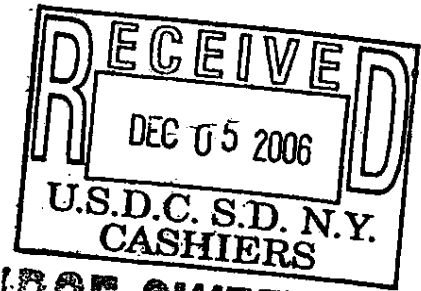
ELVIS PRESLEY ENTERPRISES, LLC,  
ELVIS MUSIC INC. and WHITE HAVEN  
MUSIC, INC.

Plaintiffs,

-against-

CARLIN MUSIC CORPORATION,

Defendant.



JUDGE SWEET

06 CV 13740  
Civil Action No.

RULE 7.1 STATEMENT

Pursuant to Federal Rule of Civil Procedure 7.1 [formerly Local General Rule 1.9] and to enable District Judges and Magistrate Judges of the Court to evaluate possible disqualification or recusal, the undersigned counsel for plaintiff White Haven Music, Inc. (a private non-governmental party) certifies that the following are corporate parents, affiliates and/or subsidiaries of said party, which are publicly held: CKX, INC. CKX, Inc. is publicly traded on the NASDAQ Stock Exchange under the symbol "CKXE."

Respectfully Submitted,

TROUTMAN SANDERS LLP

By: 

David J. Sheehan (DS 4818)

Oren J. Warshavsky (OW 9469)

The Chrysler Building

405 Lexington Avenue

New York, New York 10174

Telephone: (212) 704.6213

Facsimile: (212) 704-8356

e-mail: Oren.Warshavsky@troutmansanders.com

Dated: December 4, 2006  
New York, New York

Attorneys for Plaintiffs

**AFFIDAVIT OF SERVICE**

STATE OF NEW YORK     )  
  ) ss:  
COUNTY OF NEW YORK    )

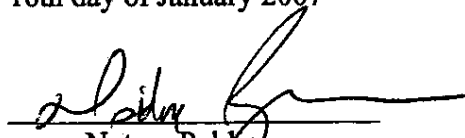
Laura Conway Fried, being duly sworn, deposes and says:

I am not a party to the action, am over 18 years of age and reside in Westchester County, New York. On January 16, 2007, I served the attached Amended Complaint with Exhibits by depositing a true copy of the papers thereof, enclosed in a wrapper addressed to the attorney(s) at the address set forth below, into the custody of Federal Express for overnight delivery, prior to the latest time designated by that service for overnight delivery:

Gibson, Dunn & Crutcher LLP  
Orin Synder  
200 Park Avenue, 48<sup>th</sup> Floor  
New York, New York 10166-0193

  
\_\_\_\_\_  
Laura Conway Fried

Sworn to before me this  
16th day of January 2007

  
\_\_\_\_\_  
Notary Public

ISIDORE ZIMMERMAN  
Notary Public, State of New York  
No. 4505754  
Qualified in Rockland County  
Certificate Filed in New York County  
Commission Expires July 31, 2009